

**PETERSON WATTS LAW GROUP, LLP**  
GLENN W. PETERSON, ESQ. (SBN 126173)  
DANIEL N. BALLARD, ESQ. (SBN 219223)  
2267 Lava Ridge Court, Suite 210  
Roseville, California 95661  
Phone: (916) 780-8222  
Fax: (916) 780-8775  
gpeterson@petersonwatts.com  
danielballardlaw@gmail.com

*Attorneys for  
Casablanca Design Center, Inc.*

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

CASABLANCA DESIGN CENTER,  
INC., a California corporation,

Plaintiff,

vs.

CLOSETS BY DESIGN, INC., a  
California corporation, CBD  
FRANCHISING, INC., a California  
corporation, CLOSET WORLD, INC.,  
a Delaware corporation, FRANK M.  
MELKONIAN, an individual, and  
DOES 1 – 10.

Defendants.

Case No. 2:23-CV-02155-ODW-PD

**SECOND AMENDED  
COMPLAINT FOR:**

**1. FALSE ADVERTISING,  
2. CONTRIBUTORY FALSE  
ADVERTISING, and  
3. RICO ACT VIOLATIONS.**

**JURY TRIAL DEMANDED**

Casablanca Design Center, Inc. (“Casablanca”) brings this action against Closets by Design, Inc., CBD Franchising, Inc. (“CBDF”), Closet World, Inc., and Frank M. Melkonian and allege as follows:

**I. Nature of the Action**

1. This is a false advertising lawsuit between competitors that arises under the Lanham Act (15 U.S.C. §1125(a)(1)(B)) and the Racketeer Influenced and Corrupt Organizations Act (“RICO”) (18 U.S.C. §1962(a), (b), (c)).

2. Casablanca directly competes against Closets by Design, CBDF, and Closet World for customers in Southern California who may purchase custom designed interior doors and organizers for closets, offices, and garages. All three companies design, fabricate, and install those products. The customers for those products are mainly homeowners and residential rental property owners.

3. Casablanca brings this action to stop Closets by Design, CBDF, and Closet World from continuing to distribute and publish deceptive discount price advertising for their products and to request remedies for their past deceptive price advertising, all of which was overseen by Frank Melkonian.

## II. Introduction

4. Judge Stephen Reinhardt aptly described the wrong alleged here: “Most consumers have, at some point, purchased merchandise that was marketed as being ‘on sale’ because the proffered discount seemed too good to pass up. Retailers, well aware of consumers’ susceptibility to a bargain, therefore, have an incentive to lie to their customers by falsely claiming that their products have previously sold at a far higher ‘original’ price in order to induce customers to purchase merchandise at a purportedly marked-down ‘sale’ price. Because such practices are misleading—and effective—the California legislature has prohibited them.” *Hinojos v. Kohl's Corp.*, 718 F.3d 1098, 1101 (9th Cir.2013)

5. The deceptive discount price advertisements Casablanca complains of violate the Lanham Act and California law. 15 U.S.C. §1125(a)(1)(B); Bus. & Prof. §§7161(a), 17500, 17501 and Cal. Code Regs., Tit. 4, §1302; Civ. Code §1770(a)(9),(13).<sup>1</sup> They violate the Federal Trade Commission Act which declares it unlawful “to disseminate, or cause to be disseminated, any false advertisement.” 15 U.S.C. §52(a). They are specifically prohibited by the Federal Trade

---

<sup>1</sup> And may expose the Closets by Design and Closet World’s sale designers to personal liability in California and elsewhere. See, e.g., Bus. & Prof. §17500.3(b).



1 Commission (“FTC”) in its Guides Against Deceptive Pricing. 16 C.F.R. §§233.1,  
2 233.5. Moreover, when a sale does occur, the purchase price is a material term in  
3 the contract and so the false representation undermines the contract. Using the mail  
4 and worldwide web to distribute and publish such false advertising is mail and wire  
5 fraud. 18 U.S.C. §§1341, 1343. Creating an enterprise for the common purpose of  
6 distributing and publishing such false advertising violates RICO. 18 U.S.C.  
7 §1962(a), (b), (c).

8 6. During at least the past two years, Closets by Design, CBDF, and  
9 Closet World have collaborated to, and have, distributed and published throughout  
10 Southern California many tens of thousands of advertisements that offer their  
11 products at a discount—always at least “40% Off”—when, in fact, those products  
12 are *neither advertised nor sold* at a higher, non-discount list price. Each “Former  
13 Price Comparison” advertisement is false advertising because the representation  
14 that a discount is being offered is literally false. On information and belief, *every*  
15 advertisement for Closets by Design’s products and services and Closet World’s  
16 products and services offers the 40% Off sale.

17 7. Embedded in each advertisement is *a second and separate act* of false  
18 advertising. In each advertisement, Closets by Design, CBDF, and Closet World  
19 assert that their discount price “sale” will end on a date certain, or is a new sale,  
20 when, in fact, the same discount price “sale” has continued without interruption for  
21 years. The advertisements for their “Continuous Sale” are false advertising because  
22 each sale expiration date is literally false as is every statement that the sale is new  
23 or being offered to celebrate a particular holiday or event.

24 8. If not facially literally false, every one of the corporate Defendants’  
25 discount offers, and every statement in their advertising that their respective sale is  
26 new or will soon end, is either false by implication or true but likely to mislead or  
27 confuse consumers.

28 9. Home Organizers, Inc. is the parent company of Closets by Design,

1 CBDF, and Closet World, each of which are all wholly owned subsidiaries. All  
 2 four companies have their principal place of business at the same location and  
 3 Frank Melkonian is the CEO of all four. The corporate Defendants admit they are  
 4 “affiliated” and, as alleged below, they coordinate their advertising. To reasonable  
 5 consumers, Closets by Design and Closet World appear to be competitors. They  
 6 are, in fact, collaborators.

7 10. The corporate Defendants have intentionally created an enterprise  
 8 through which they act for the common purpose of decreasing their customer  
 9 acquisition costs and increasing their sales by diverting business from their  
 10 competitors through the distribution and publication of advertising via the mail and  
 11 worldwide web that each Defendant knows is literally false.

12 11. The corporate Defendants’ concerted, fraudulent conduct over the  
 13 course of at least two years is mail and wire fraud and is a pattern of racketeering  
 14 activity. The object of their fraud is the money each receives from sales to  
 15 customers who their false advertising diverts from their competitors.

### 16 **III. The Parties**

17 12. Plaintiff Casablanca is a California corporation with its principal place  
 18 of business in Torrance, California. Casablanca does business as “Interior Door &  
 19 Closet Company.” Casablanca conducts its business affiliated with One Day  
 20 Enterprises, LLC, the manufacturer of the custom doors and closets Casablanca  
 21 sells.

22 13. Defendant Closets by Design is a California corporation that has its  
 23 principal place of business at 3860 Capitol Avenue in Whittier, California. Closets  
 24 by Design licenses to CBDF the right to use and sublicense its Closets by Design<sup>2</sup>  
 25

26 <sup>2</sup> CBDF distinguishes between Closets by Design, Inc., the *corporation*, from  
 27 the “Closets by Design” *brand* by affixing the trademark symbol to the latter  
 28 (“Closets by Design®”). Casablanca adopts that distinction and designation as well.

1 trademark.

2 14. Defendant CBDF is a California corporation that, according to its  
3 most recent Statement of Information filed with the California Secretary of State,  
4 also has its principal place of business at 3860 Capitol Avenue in Whittier,  
5 California. CBDF is a licensed franchisor that sublicenses the Closets by Design®  
6 trademark to independently owned and operated Closets by Design® franchisees  
7 throughout the United States.

8 15. Defendant Closet World is a Delaware corporation that also has its  
9 principal place of business at 3860 Capitol Avenue in Whittier, California.

10 16. Defendant Frank M. Melkonian, aka Varant Melkom Agob, is an  
11 individual who resides in Los Angeles County. Melkonian is the Chief Executive  
12 Officer of Closets by Design, CBDF, and Closet World and is the Chairman and  
13 CEO of Home Organizers.

14 17. The true names and capacities of the Defendants sued as Does 1  
15 through 10 are currently unknown and so Casablanca sues them under fictitious  
16 names. Casablanca is informed and believes that each of these Defendants is  
17 responsible in some manner for the wrongful acts alleged and that each caused  
18 Casablanca harm.

#### 19 **IV. Jurisdiction and Venue**

20 18. This Court has subject matter jurisdiction under 15 U.S.C. §1121(a)  
21 (Lanham Act), 18 U.S.C. §1965(a) (RICO), and 28 U.S.C. §1331 (federal  
22 question). This Court has personal jurisdiction over each corporate Defendant  
23 because each has its principal place of business in this district. In addition, each  
24 Defendant engages in substantial business in this district, and each have  
25 committed, and are now committing, Lanham Act and RICO violations that have  
26 caused, and are now causing, Casablanca harm in this district.

27 19. Venue is proper in this judicial district under 28 U.S.C. §1391(b)  
28 because each Defendant resides in this district and is where a substantial part of the

1 events giving rise to Casablanca's claims occurred.

2 **V. Frank M. Melkonian**

3 20. Melkonian is the guiding spirit behind all the corporate Defendants'  
4 false advertising. He is contributorily liable under the Lanham Act for all the false  
5 advertising complained of herein. Casablanca anticipates that discovery will reveal  
6 facts that show Melkonian may also be liable under RICO for conspiring with the  
7 corporate Defendants' to further their racketeering activity. 18 U.S.C. §1962(d).

8 21. Melkonian has been actively involved with advertising since at least  
9 January 1979 when, according to the profile he published on LinkedIn, he served  
10 as the President and CEO of Value Mailer Marketing, Inc., positions he held until  
11 May 1990. On information and belief, during those eleven (11) years, Melkonian  
12 created, helped create, sold, and distributed advertising.

13 22. Melkonian is the CEO of all three corporate Defendants and their  
14 parent company, Home Organizers. He founded Closet World in 1991 and has  
15 been its CEO since. He is, and at all relevant times has been, the CEO of Closets  
16 by Design. He was its Chairman in May 2001 and continues to serve on its board.  
17 He has been the Chairman and CEO of CBDF since 2007. He has been the  
18 Chairman and CEO of parent company Home Organizers since 2001.

19 23. As each company's CEO, and based on his interactions with  
20 Casablanca's principals and affiliates, Melkonian actively manages the three  
21 corporate Defendants and Home Organizers and has the authority and ability to  
22 control each company.

23 24. Melkonian was CEO of Closet World when, sometime before 2000, it  
24 began publishing the very same Former Price Comparison and Continuous Sale  
25 false advertising that Casablanca complains of here. As a result, the Orange  
26 County District Attorney filed suit against Closet World. *People v. Closet World*,  
27 Case No. 00CC07660 (Orange County Superior Court, 2000). **Exhibit 1.**  
28 Melkonian was personally served the complaint and signed, on Closet World's

1 behalf, a stipulated judgment containing a permanent injunction prohibiting Closet  
2 World and “all officers, employees, representatives, persons, corporations or other  
3 entities acting by, through, or under or on behalf of Closet World” from continuing  
4 to publish those two forms of false advertising throughout California (hereafter, the  
5 “False Advertising Injunction”). **Exhibit 2.**

6 25. Knowledge of the False Advertising Injunction is imputed to Closets  
7 by Design and CBDF by way of Melkonian serving as their CEO and sitting on  
8 their Boards. Actual knowledge was also directly conveyed to Closets by Design  
9 via proceedings the California Contractors State License Board (“CSLB”) initiated  
10 against Closets by Design and Closet World (Case Nos. S2003-249, S2005-203,  
11 S2005-219). CLSB’s Accusations in those proceedings, filed in 2003 and 2005,  
12 quote extensively from the False Advertising Injunction. Closets by Design  
13 participated in those proceedings.

14 26. As CEO, and as the architect of Closet World’s past Former Price  
15 Comparison and Continuous Sale false advertising, and as an acting manager of  
16 each corporate Defendant, Melkonian oversees each of their advertising, including  
17 the Former Price Comparison and Continuous Sale false advertising complained of  
18 here, which he not only knows is unlawful but which he and Closet World are  
19 already enjoined from publishing. **Exhibit 2.** As CEO, Melkonian is contributing  
20 to each corporate Defendant’s false advertising by knowingly inducing it, causing  
21 it, or materially participating in it.

22 27. Closets by Design and CBDF are “acting by, through, or under or on  
23 behalf of Closet World” to distribute and publish Closet World’s already-enjoined  
24 false advertising. Each Defendant, therefore, has violated, and is currently  
25 violating, the False Advertising Injunction.

26 28. The corporate Defendants’ past and current distribution and  
27 publication of their false advertising has been willful and malicious for the  
28 deliberate purpose of injuring their competitors, including Casablanca.

1           29. The corporate Defendants’ past and current distribution and  
2 publication of their literally false advertisements was done to intentionally mislead  
3 consumers. This Court should presume, therefore, that consumers were, in fact,  
4 deceived and that the corporate Defendants bear the burden to prove otherwise.  
5 *William H. Morris Co. v. Group W, Inc.*, 66 F.3d 255, 258 (9th Cir. 1995).

6           **VI. The Corporate Defendants’ Enterprise and Common Purpose**

7           30. The corporate Defendants have created an enterprise for the common  
8 purpose of *decreasing* the customer acquisition cost for Closets by Design, all the  
9 Closet by Design® franchisees, and Closet World and *increasing* all their sales by  
10 distributing and publishing advertising via the mail and worldwide web that each  
11 Defendant knows is literally false. Those companies’ competitors are harmed by  
12 this false advertising, including Casablanca, which has been, and is now, directly  
13 harmed by a loss of sales, the expenditure of time and money to counteract the  
14 false advertising, and diminishment of its goodwill.

15           31. CBDF publishes an annual Franchise Disclosure Document (“FDD”) that  
16 contains, among other information, its Franchise Agreement, Asset Purchase  
17 Agreement, and Notes to the Financial Statements. Hereafter, when Casablanca  
18 quotes or cites information CBDF published in those documents those Casablanca  
19 allegations serve not only as allegations that the document contains the quoted or  
20 cited information but that the CBDF-sourced information is, in fact, accurate and  
21 reflects its actual relationship with its franchisees, Closets by Design, and Closet  
22 World.

23           **A. Closet World**

24           32. Closet World was formed as “CWI Acquisitions, Inc.” by Melkonian  
25 in 1991. He changed its name to Closet World, Inc. in March 2000. At all relevant  
26 times, Closet World has had four (4) locations: Whittier, Vista, and Hayward,  
27 California and Las Vegas, Nevada.

28           33. CBDF asserts in its 2020, 2022, and 2023 FDD’s that it has the right

1 to sell other types of franchises. Immediately thereafter CBDF asserts that Closet  
2 World is a CBDF “affiliate” that owns four (4) locations “*that are equivalent to*  
3 *those offered under this Disclosure Document* under the mark ‘Closet World’.”  
4 (emphasis added). CBDF then asserts, on behalf of Closet World, that Closet  
5 World “has no current plans to operate more company-owned locations or to offer  
6 franchises.”

7 34. The content and appearance of Closet World’s closetworld.com  
8 website, its social media, and advertising is in all material respects the same as  
9 Closets by Design’s closetsbydesign.com website, social media, and advertising.

10 35. Closet World advertises its products using, among many other means,  
11 advertising “wraps” inside which are advertising flyers for various retailers, all of  
12 which are inserted as a package into newspapers at least weekly. The corporate  
13 Defendants create their wrap with the front cover being an advertisement for  
14 Closet World and the back cover an advertisement for Closets by Design.  
15 Appearing on the Closet World advertisement is an embedded Closets by Design  
16 advertisement. Closets by Design claims copyright in the entire wrap, as evidenced  
17 by its copyright notice. **Exhibit 3.** These joint advertising wraps have been, and are  
18 now, distributed through the Los Angeles Times and, on information and belief,  
19 other newspapers as well.

20 36. Closet World also advertises on Google’s search engine platform.  
21 Google’s Ads Transparency Center reveals that every Closet World advertisement  
22 originates from Closets by Design, which Google identifies as the “advertiser.”  
23 **Exhibit 4.** Closet World’s false advertising via Google has been viewed numerous  
24 times by Southern California residents and is currently viewable in Southern  
25 California.

26 37. Closet World also advertises through Meta Platforms, Inc., (“Meta”)  
27 the owner of the Facebook and Instagram social media platforms. Closet World’s  
28 false advertising via Facebook and Instagram has been viewed numerous times by



1 Southern California residents and is currently viewable in Southern California.  
 2 Closet World's advertisements routinely uses the same bolded advertising phrases  
 3 as Closets by Design's advertisements. For example, both routinely contain the  
 4 phrases "We Work With Any Budget" and "Our Best Offer is Back." The  
 5 purported expiration date for both companies' discount "sale" is also routinely the  
 6 same. Both companies' respective advertisements are routinely served to viewers  
 7 in tandem; that is, one company's advertisement is followed in the viewer's stream  
 8 of posts by the other's advertisement exactly three posts later. On information and  
 9 belief, the corporate Defendants' have coordinated their social media targeted  
 10 advertising by informing Meta that Closet World and Closets by Design are  
 11 "partners," or are otherwise affiliated, and instructed Meta to serve their respective  
 12 advertisements to viewers who have previously clicked on *either* company's  
 13 advertisement or visited *either* company's website.

14 38. Closet World and Closets by Design intentionally harmonize the  
 15 content and publication of their respective social media advertising.

16 39. On information and belief, Closet World and Closets by Design have  
 17 a financial relationship to account for all the above-described joint advertising.

18 40. In addition to its collaboration with Closets by Design, Closet World's  
 19 other roles in this enterprise are creating, distributing, and publishing the false  
 20 advertising, interacting directly with potential customers by, among other conduct,  
 21 presenting them with fictitious "list prices" for its products along with a fraudulent  
 22 discount from that price, and to sell its products. On information and belief, Closet  
 23 World employees have installed closet organizing systems for customers who  
 24 entered into contracts with Closets by Design for those systems.

## 25 **B. Closets by Design**

26 41. Closets by Design and CBDF work closely together to create, manage,  
 27 distribute, and publish the advertising for Closets by Design and the Closets by  
 28 Design® franchisees.

1           42. Closets by Design was originally formed as “CBD Acquisitions, Inc.”  
2 in February 2001. Melkonian changed its name to Closets by Design, Inc. in May  
3 2001.

4           43. Closets by Design is not a Closets by Design® franchisee. Closets by  
5 Design owns the Closets by Design® trademark and its registration which lists  
6 September 1982 as the first date that name was commercially used as a mark.  
7 Closets by Design licenses the mark to CBDF and, as licensor, Closets by Design  
8 has the duty to control the quality of the products that are sold under the mark.  
9 *FreecycleSunnyvale v. Freecycle Network*, 626 F.3d 509, 515-16 (9th Cir.2010).

10           44. Closets by Design owns the exclusive right to sell Closets by Design®  
11 products in Southern California. Closets by Design owns and operates three (3)  
12 outlets: in Gardena, Vista, and Oakland, California. Closets by Design also jointly  
13 owns six (6) other outlets with CBDF. CBDF refers to these jointly owned, non-  
14 franchised outlets in its FDD’s as “Company Owned Outlets.”

15           45. Closets by Design owns, operates, and publishes advertising on its  
16 closetsbydesign.com website. The website has been viewed numerous times by  
17 residents of Southern California and is currently viewable in Southern California.  
18 Closets by Design claims copyright ownership in each webpage. It declares that all  
19 the trademarks displayed on the site are registered by Closets by Design and that it  
20 owns all the photographs, none of which may be reproduced or used in any way  
21 without its written consent.

22           46. Closets by Design’s website is the means CBDF uses to advertise its  
23 Closets by Design® franchise opportunities and is one way CBDF uses to advertise  
24 its franchisees’ businesses.

25           47. Closets by Design publishes on its website comprehensive, multi-page  
26 guidance on CBDF’s franchise application process.

27           48. Closets by Design publishes a “Locations” page on its website listing  
28 sixty (60) geographic areas in the United States. **Exhibit 5.** Each listed area

1 contains a hyperlink that resolves to a dedicated, internal page on the website that  
2 displays the phone number of the CBDF franchisee doing business in that area and  
3 the products it offers. CBDF terms this promotional webpage a “click through  
4 subpage.”

5 49. Closets by Design publishes a “Schedule Requests” section on its  
6 website that any visitor throughout the United States may use to contact Closets by  
7 Design so it can schedule an appointment with that potential customer and itself or  
8 with the geographically appropriate Closets by Design® franchisee.

9 50. Closets by Design publishes a “Connect With Us” section on its  
10 website that lists YouTube, Facebook, Twitter, and Instagram. The name of each  
11 social media platform contains a hyperlink to the Closets by Design account on  
12 that platform. On each platform Closets by Design publishes a hyperlink back to  
13 the homepage of its website.

14 51. Each Closets by Design® franchisee directly benefits from Closets by  
15 Design and CBDF’s false advertising because (1) the 40% Off sale offer is  
16 published on each of their click through subpages on Closets by Design’s website,  
17 (2) Closets by Design provides each franchisee with customer scheduling  
18 assistance via its website, and (3) Closets by Design publishes its 40% Off sale  
19 offer through its social media accounts viewable by potential customers in the  
20 geographic area serviced by each franchisee. A representative sample of the first  
21 page for each of the franchisee’s click through subpage is attached as **Exhibit 6**.

22 52. According to Google’s Ad Transparency Center, Closets by Design is  
23 the “advertiser” of Closet World’s sponsored advertising on its search engine  
24 platform. **Exhibit 4.** Given Closets by Design’s knowledge of the False  
25 Advertising Injunction and acting as Closet World’s advertiser for that company’s  
26 advertising via Google, Closets by Design is “acting by, through, or under or on  
27 behalf of Closet World” and so *is bound by and violating* the False Advertising  
28 Injunction.

1 **C. CBDF**

2 53. CBDF was also formed in February 2001. CBDF asserts in its 2023  
3 FDD that it acquired the assets of its predecessor Closets By Design Franchising,  
4 LLC, which, CBDF asserts, first began selling Closets by Design franchises in  
5 January 1998.

6 54. CBDF asserts in its 2023 FDD that in April 2001 it acquired a license  
7 from Closets by Design to use and sublicense its Closets by Design® trademark.  
8 CBDF asserts the license is exclusive, perpetual, worldwide, and terminable only if  
9 CBDF becomes bankrupt, materially breaches, or sells substantially all its assets or  
10 50% or more of its voting stock to an unaffiliated third party.

11 55. CBDF asserts in its 2023 FDD that in June 2001 it began offering  
12 Closets by Design® franchises for sale for the operation of retail outlets that sell,  
13 manufacture, and install closets, home/office organizers and related products.

14 56. CBDF asserts in its 2023 FDD that at the end of 2022 there were  
15 seventy-two (72) Closets by Design® franchises in the United States. Franchisees  
16 are required to do business under the assumed business name “Closets By Design.”  
17 CBDF Franchise Agreement at ¶15.05.

18 57. CBDF’s 2020, 2022, and 2023 FDD’s reveal that CDBF charged and  
19 received from each franchisee a monthly “Continuing Royalty” of the greater of  
20 6.75% of the franchisee’s previous month’s gross revenues or a minimum royalty  
21 of \$3,000. CBDF’s monetary liability for this false advertising enterprise is, at  
22 least, all the profits it received from its franchisees’ continuing royalty payments.  
23 15 U.S.C. §1117(a).

24 58. CBDF asserts in its 2023 FDD that at the end of 2022 there were six  
25 (6) Closets By Design® outlets “Owned by CBDI and CBDF.” The acronym  
26 “CBDI” denotes Closets by Design. CBDF refers to these non-franchised outlets as  
27 “Company Owned Outlets.” CBDF asserts these jointly-owned outlets are operated  
28 by Closets by Design. As joint owner of these Closets By Design® outlets, CBDF

1 is directly liable for their false advertisements. One of those jointly owned Closets  
 2 By Design® outlets is located in Whittier, California and directly competes with  
 3 Casablanca.

4 (i) **Closets by Design and Closet World are CBDF “Affiliates”**

5 59. CBDF asserts in its 2020, 2022, and 2023 FDD’s that Closets by  
 6 Design and Closet World are CBDF “Affiliates.” See, FDD Item 1 for Closets by  
 7 Design and FDD Item 12 for Closet World.

8 60. CBDF’s Franchise Agreement attached to those FDD’s contains many  
 9 provisions that bind its Affiliates, confer rights to its Affiliates, and protect its  
 10 Affiliates. As CBDF Affiliates, Closets by Design and Closet World are third party  
 11 beneficiaries to the Franchise Agreement, or are otherwise privileged under that  
 12 Agreement, and are entitled to enjoy, and do enjoy, certain contractual rights and  
 13 protections under that Agreement.

14 61. CBDF’s Franchise Agreement declares: “Within the Territory, we, our  
 15 affiliates, subsidiaries and designees (together, the “Affiliates”) will not operate a  
 16 Company-owned business of the type franchised under this Agreement under the  
 17 Proprietary Marks, so long as you are not in default under this Agreement and all  
 18 other related agreements, and except as provided in Section 3.05 (‘Rights We  
 19 Reserve’).” ¶3.02 (emphasis added).

20 62. CBDF’s Franchise Agreement contains a section entitled “Rights We  
 21 and our Affiliates Reserve.” ¶3.05. That section lists various rights and is prefaced  
 22 by the declaration: “You will only have the right to operate the franchised Business  
 23 subject to the terms and conditions of this Agreement. We specifically reserve all  
 24 other rights to ourselves and our Affiliates. For example, and without limitation,  
 25 we and our Affiliates have the right, now or in the future: ... .” ¶3.05 (listing  
 26 rights) (emphasis added). One right most relevant is the right “[t]o offer and sell  
 27 services and products within the Territory that is not part of the Closets By Design  
 28 System through any distribution method, exploiting our and our Affiliates’

1 Proprietary Marks, name, reputation and know-how.” *Id.* (emphasis added).

2 63. CBDF’s Franchise Agreement declares: “We and our Affiliates have  
3 the right, now or in the future, both within or outside the Territory, to own and/or  
4 operate one or more businesses virtually identical to the Business licensed to you  
5 under this Agreement (each, a ‘Company Business’).” ¶3.06A (emphasis added).

6 64. CBDF’s Franchise Agreement declares: “Confidential Information  
7 includes (without limitation) all information, knowledge, know-how, techniques  
8 and information that we, our Affiliates, or their officers, contractors, employees  
9 and/or designees, designate as confidential.” ¶12.01 (emphasis added).

10 65. CBDF’s Franchise Agreement declares that upon termination, the  
11 franchisee shall “not make any statements, directly or indirectly, to any person or  
12 entity which would disparage, ridicule, embarrass, challenge, criticize or cast in a  
13 negative light us; any of our Affiliates; our or our Affiliates’ officers, directors,  
14 shareholders, employees or contractors; any franchisee of ours or any Affiliate.”  
15 ¶18.01(19).

16 66. CBDF’s Franchise Agreement prohibits franchisees, without CBDF’s  
17 prior approval, from making any statements “to any media representative or any  
18 other third party (except for persons considering purchasing a Closets By Design  
19 franchise) relating to the contents of this Agreement, to us or to any of our  
20 Affiliates.” ¶8.14.

21 67. CBDF’s Franchise Agreement discloses that CBDF “and/or our  
22 affiliates” may receive revenue from the suppliers that CBDF designates, approves,  
23 or recommends its franchisees use based on the suppliers’ prospective or actual  
24 dealings with the franchisees. ¶8.06(D).

25 68. CBDF’s 2023 FDD asserts that: “We and our affiliates have no past  
26 practice or future intent of selling, assigning or discounting franchisees’ financing  
27 arrangements to a third party.”

28 69. CBDF admits Closet World is its Affiliate and, through Melkonian,

1 CBDF has long known of the False Advertising Injunction. Nonetheless, in April  
 2 2019, CBDF asserted in a public document that neither it “nor any of its parent  
 3 companies, sister entities, or affiliates have ever been compelled by a court order to  
 4 alter their advertising practices.” (emphasis added). That assertion is false.

5 (ii) **CBDF Controls Closets by Design® Pricing**

6 70. CBDF’s Franchise Agreement reserves to CBDF “rights with respect  
 7 to the pricing of products and services to the fullest extent permitted by then  
 8 applicable law.” ¶7.09. Those CBDF rights include: “... recommending retail  
 9 prices; advertising specific retail prices for some or all products or services sold by  
 10 your franchised Business, which prices you will be compelled to observe; engaging  
 11 in marketing, promotional and related campaigns which you must participate in  
 12 and which may directly or indirectly impact your retail prices (such as ‘buy one,  
 13 get one free’); and, otherwise mandating, directly or indirectly, the maximum  
 14 and/or minimum retail prices which your franchised Business may charge the  
 15 public for the products and services it offers.” *Id.* (emphasis added).

16 71. CBDF’s Asset Purchase Agreement requires franchisees acknowledge  
 17 that CBDF is selling access to its trade secrets and proprietary information which  
 18 CBDF asserts includes information “related to customers, the identities of existing,  
 19 past or prospective customers, prices charged or proposed to be charged to  
 20 customers...” and other information. ¶7.5(b) (emphasis added).

21 72. The Federal Trade Commission responded on February 15, 2023 to a  
 22 Freedom of Information Act Request from Casablanca’s counsel. The response  
 23 included information on twenty-five complaints filed against Closets by Design.  
 24 One such complaint was filed with the FTC Call Center on September 7, 2021. The  
 25 FTC notes on that call state: “Consumer was in training to sell closets for Closets  
 26 by Design she is informed that she is to tell her customers that they will be getting  
 27 40% off the cabinetry, When she confronted him, he explained that the 40% is  
 28 added into the price given to the consumer so that it can be knocked off.



1 Consumer upset that this is deceptive. Says this is a franchise all over Chicago  
 2 area. This disturbed her so much, she did not go further with the training.” (errors  
 3 in original). This is additional evidence that the corporate Defendants’ false  
 4 advertising is intentional, willful, and malicious.

5 73. CBDF’s Franchise Agreement declares that upon termination, the  
 6 franchisee must immediately stop using CBDF’s “price book information” and  
 7 return that information to CBDF. ¶18.01(4), (8).

8 **(iii) CBDF Controls Closets by Design® Print Advertising**

9 74. CBDF’s Franchise Agreement requires franchisees “to conform all  
 10 advertising to the standards, specifications and requirements specified in writing by  
 11 us, in our Manual or otherwise.” ¶10.01. To punctuate CBDF’s control of the  
 12 advertising it discloses in its FDD that it uses “in-house advertising personnel” and  
 13 intends to engage advertising and public relations firms to assist in its advertising  
 14 program.

15 75. CBDF’s Franchise Agreement requires franchisees to advertise  
 16 locally. ¶10.06. Franchisees may only use advertising CBDF furnishes or approves  
 17 in writing in advance. ¶¶10.01, 10.02.

18 76. CBDF’s Franchise Agreement requires franchisees to pay into a  
 19 National Promotion and Protection Fund. ¶10.04. Franchisees are required to send  
 20 those payments directly to CBDF, which takes 15% annually as an administration  
 21 fee. CBDF’s 2020, 2022, and 2023 FDD’s declares: “CBDF uses the National  
 22 Promotion and Protection Fund for preparation, production and distribution of  
 23 Closets By Design advertising (including print media pieces, brochures and  
 24 collateral materials), press releases and other point of sale materials.” CBDF’s  
 25 Franchise Agreement declares that CBDF “will direct all advertising programs  
 26 with sole control over the creative concepts, materials and media used in the  
 27 programs, and the placement and allocation of advertising.” ¶10.04.

28 77. CBDF advertises heavily via direct mail marketing based on the

1 bankruptcy petition it filed on March 18, 2010 in the Bankruptcy Court for the  
 2 Central District of California (Case 2:10-bk-19973-RN). The Schedule F to that  
 3 petition reveals CBDF was in debt to at least six direct mail marketing companies:  
 4 Val-Pak Direct Marketing Systems (\$273,100), Valassis Direct Mail Inc.  
 5 (\$134,141), Money Mailer (\$57,273), National Ad Fund (\$62,826), Action  
 6 Marketing (\$17,100), and Homeowners Marketing Services (\$552).

7 **(iv) CBDF Controls Closets by Design® Internet Advertising**

8 78. CBDF's Franchise Agreement declares: "CBDF alone may establish,  
 9 maintain, modify or discontinue all internet, worldwide web and electronic  
 10 commerce activities pertaining to the System, including through the use of a page  
 11 or profile on a social media website such as Facebook, Instagram, LinkedIn or  
 12 Twitter. Franchisees and their employees are not allowed to establish their own  
 13 profiles on any social media page reflecting the Closets by Design brand, nor are  
 14 they allowed to establish any Closets by Design related web page." ¶3.04D.

15 79. CBDF's Franchise Agreement declares: "We may provide you with a  
 16 'click through' subpage on any general Closets By Design web site we maintain. If  
 17 we establish one or more websites or other modes of electronic commerce and if  
 18 we provide a 'click through' subpage at each such website for the promotion of  
 19 your Closets By Design Business, you agree to routinely provide us with updated  
 20 copy, photographs and news stories about your franchised Business suitable for  
 21 posting on your franchised Business's 'click through' subpage, the content,  
 22 frequency and procedure of which will be specified in our Manual." ¶3.04D.

23 80. Notwithstanding CBDF's assertion in its FDD's that it may provide its  
 24 franchisees with a "click through subpage" on a website that it maintains, that  
 25 service is provided by Closets by Design via its closetsbydesign.com website.  
 26 **Exhibits 5, 6.**

27 81. All the Closets by Design® online advertising that Closet by Design  
 28 publishes on its website and through its social media accounts are not only for its

benefit but also for the benefit of the Company Owned Outlets and CBDF and its franchisees. By virtue of creating the false advertising complained of herein, and paying for its distribution and publication, CBDF is directly liable for that false advertising. CBDF's management and control of, and participation in, that advertising is also contributory false advertising. *In re Outlaw Lab., LLP.*, 463 F.Supp.3d 1068, 1082-83 (S.D. Cal. 2020).

(v) **CBDF's Advertising Expenditures**

82. CBDF's 2020, 2022, and 2023 FDD's disclose that its Promotion and Protection Fund had \$4,325,085 in it in 2019, in 2021 it had \$4,260,464, and in 2022 it had \$4,374,001.

83. The Notes to the Financial Statements in CBDF's 2020, 2022, and 2023 FDD's disclose that its advertising expenses for 2018 was \$16,998,5502, for 2019 they were \$21,536,594, for 2020 they were \$23,025,552, for 2021 there were \$35,069,308, and for 2022 they were \$43,831,414.

84. CBDF has expended substantial sums to distribute and publish the false advertising. This Court should presume, therefore, that consumers were, in fact, deceived and that CBDF bears the burden to prove otherwise. *U-Haul Int'l, Inc. v. Jartran, Inc.*, 793 F.2d 1034, 1041 (9th Cir. 1986).

**D. Other Joint Conduct**

85. Closets by Design, CBDF, Closet World, and Home Organizers all filed for bankruptcy protection in March 2010 according to CBDF's 2023 FDD.

86. Closets by Design, CBDF, and Home Organizers put up as collateral all their assets to guarantee a CIT Bank, N.A. loan in December 2021. The bank secured the loan via a UCC filing with the California Secretary of State. CBDF discusses the loan and the guarantees in its 2023 FDD which notes that Home Organizers refinanced a credit agreement that provides for a \$30,000,000 loan and a \$10,000,000 line of credit.

87. The California Department of Tax and Fee Administration responded

1 on May 19, 2023 to a Public Records Act Request from Casablanca’s counsel. The  
2 response included “a copy of the public non-confidential permit information  
3 located for Closet World, Inc.” and reveals that from June 1, 2017 to the present  
4 Closet World and CBDF have a financial arrangement that involves the reporting  
5 of “sales and/or use” taxes.

## 6 **VII. The False Advertising**

### 7 **A. Previous Challenges to the False Advertising**

8 88. Closets by Design and CBDF have had their advertising practices  
9 challenged on numerous occasions, including twice in this Court. They have been  
10 undaunted by such challenges and have publicly proclaimed that the challenges to  
11 their advertising practices were “bogus.”

12 89. Based on the allegations made in those lawsuits, the Defendants have  
13 long known that consumers and some industry participants believe the corporate  
14 Defendants’ Former Price Comparison and Continuous Sale advertisements are  
15 false and misleading. On information and belief, notwithstanding this knowledge  
16 the Defendants have not changed their advertising.

17 90. *Newbold v. Closets by Design and CBDF*, Case 8:19-cv-00077, was a  
18 consumer class action suit filed on January 14, 2019 that asserted unfair  
19 competition and related claims, including false advertising, based on Closets by  
20 Design’s “brand-wide, pervasive and continuous campaign of falsely claiming that  
21 their merchandise and services sold at a far higher price in order to induce Plaintiff  
22 and all Class members to purchase merchandise at purportedly marked-down sale  
23 prices.” The case was dismissed without prejudice on February 5, 2019 before a  
24 responsive filing.

25 91. *Grevle v. Closets by Design and CBDF*, Case 2:19-cv-3881, was a  
26 consumer class action suit filed on May 3, 2019 that also asserted false advertising,  
27 the factual basis for which was that Closets by Design and CBDF “have  
28 continuously offered consumers across the United States ‘40% off’ the purchase of

1 Closets By Design closets, garage cabinets, and other home organizer systems. ...  
 2 Defendants' list prices are contrived. They are not reflective of prices at which  
 3 Closets By Design products and services have for a meaningful period of time been  
 4 actively and in good faith offered for sale. Since Defendants' list prices are  
 5 fictitious, Defendants' offer of '40% off' is also fictitious." Closets by Design's  
 6 motion to dismiss this false advertising claim was denied on August 22, 2019 and  
 7 it appears the case was dismissed by stipulation that same day.

8 92. *CBD Franchising, Inc., et al. v. Jeff Klein*, Case 19STCV12051, was a  
 9 defamation action, with related claims, filed in the Los Angeles County Superior  
 10 Court on April 4, 2019 and involved claims relating to the 40% Off discount sale.

11 93. A specific claim made in the Klein action was that the Closets by  
 12 Design and CBDF's 40% Off discount was fictitious.

13 94. In addition, Closet World has also been sued in this Court based on  
 14 the same deceptive price false advertising complained of here. *Sarkhan Nabiye v.*  
 15 *Closet World, Inc. and Home Organizers, Inc.*, Case No. 2:23-cv-02218-ODW-PD,  
 16 was filed on March 24, 2023 and is a consumer class false advertising case that is  
 17 currently pending and which has been formally related to this action.

## 18 **B. The Advertisements**

19 95. During at least the past two years, the corporate Defendants have each  
 20 distributed and published throughout Southern California many tens of thousands  
 21 of advertisements that offer their respective products at a discount *of always at*  
 22 *least 40% Off*.

23 96. These Former Price Comparison advertisements have minor discount  
 24 variations. Closets by Design's purported discount is sometimes advertised as  
 25 "40% Off," "40% Off Plus 10%" or "40% Off Plus 15%" while Closet World's  
 26 purported discount is most often simply advertised as "50% Off" – which,  
 27 mathematically, is nearly the same discount as Closets by Design's 40% Off Plus  
 28 10% and Plus 15% discounts. Closets by Design's discount drops to 30% for

1 purchases between \$700 and \$1,000. This variation, like all the other discount  
2 variations, *is fictitious* because only an insignificant number of sales, if any, are for  
3 less than \$1,000. For convenience, all these minor variations in the purported  
4 discount will be referred to herein as the baseline “40% Off” sale offer.

5 97. The corporate Defendants’ advertisements are distributed via wraps in  
6 newspapers and direct mail flyers, and published on the world wide web via  
7 Google sponsored advertising, and in advertisements posted on Facebook and  
8 Instagram and, on information and belief, on Twitter.

9 98. The corporate Defendants’ respective products, however, are *neither*  
10 *advertised nor sold at a higher, non-discount list price*.

11 99. The corporate Defendants’ Former Price Comparison advertisements  
12 do not disclose the factual basis for the 40% Off discount. Prospective customers  
13 are induced by the 40% Off discount to invite Closets by Design and Closet World  
14 sales designers into their homes for a design consultation and only learn the alleged  
15 bona fide list price of the products during that in-home sales effort.

16 100. Every Closets by Design and Closet World prospective customer is  
17 offered at least the 40% Off discount off the then-disclosed list price. Based on  
18 Casablanca’s similar sales data for its similar products, published industry data,  
19 and CBDF’s FDD’s, all or nearly all of Closets by Design and Closet World sales  
20 are for \$1,000 or more, and sales under \$700 are insignificant. CBDF’s 2020,  
21 2022, and 2023 FDD’s discloses that *the average sale* for its franchisees in  
22 business over a year in 2019 was \$4,081, in 2021 the average sale was \$5,045, and  
23 in 2022 the average sale was \$5,647.

24 101. Since every customer is offered these perpetual 40% Off discounts,  
25 that purported discounted “sale” price *is the list price*. The 40% higher “list” price  
26 only disclosed during the in-home consultation is an inflated, phantom price at  
27 which the corporate Defendants’ respective products are not sold. The  
28 representations made to consumers by the corporate Defendants’ respective sales



1 designers during the in-home consultation that the products are regularly sold at a  
2 40% higher price is literally false. Those misrepresentations may expose those sale  
3 designers to personal liability. See, e.g., Bus. & Prof. §17500.3(b).

4 102. When a product is always sold at a “discounted” price then its list  
5 price is that “discounted” price and the assertion to customers they are buying at a  
6 “discount” is a lie. The corporate Defendants have lied, and continue to lie, every  
7 time they distribute or publish their 40% Off sale offer and every time one of their  
8 sales designers quote the inflated, phantom list price.

9 103. Embedded in each of the corporate Defendant’s advertisements is a  
10 second lie: that their discount price “sale” will end on a date certain. To reasonable  
11 consumers, these representations mean that after the specified date, the products  
12 will no longer be on sale and will retail at their purported regular list price. The  
13 corporate Defendants’ respective “sale” does not end, however. Each simply  
14 continues its “sale” with a new expiration date. The advertisements for their  
15 Continuous Sale are false advertising because each sale expiration date is literally  
16 false.

17 104. Embedded in each of the corporate Defendant’s advertisements is  
18 often a third lie: that their discount price “sale” is new, is back, or is being offered  
19 to celebrate a particular holiday or event, such as a “Winter” or “Summer” or  
20 “Presidents Day” or “Memorial Day” sale. These misrepresentations are false  
21 advertising because each corporate Defendants’ respective “sale” has been offered  
22 continuously for years and is not triggered by any holiday or event.

23 105. By their false advertising, the corporate Defendants benefit by (1)  
24 acquiring the opportunity to make sales and (2) persuading customers to purchase  
25 their products under their mistaken belief that (i) the 40% Off price is a legitimate  
26 discount off its bona fide list price and (ii) the 40% Off price is available for only a  
27 limited time. The corporate Defendants also benefit by diverting prospective  
28 customers away from Casablanca, which does not employ such deceptive



1 advertising to pique the consumers' initial interest.

2 **C. The Harm Caused by the False Advertisements**

3 106. The corporate Defendants' false advertising harms reasonable  
4 potential consumers, the actual consumers who purchase the corporate Defendants'  
5 respective products, and Casablanca.

6 107. The corporate Defendants' purported 40% Off discount and the  
7 representations that the sale will end, or is new, or is back, or is being offered to  
8 celebrate a particular holiday or event, are literally false or false by implication—  
9 or are true but likely to mislead or confuse *reasonable consumers* into believing  
10 they are receiving a discount or the sale will soon end. Consumers are harmed not  
11 only by their actual confusion caused by the false advertising but by the likelihood  
12 they will be mislead or confused. 15 U.S.C. §1125(a)(1).

13 108. The *corporate Defendants' customers* who actually purchase products  
14 after viewing the false advertising do not receive the benefit of the bargain because  
15 the products they purchase have lower value than they are led to believe. Through  
16 the 40% Off advertisements and the salespersons' statements, the corporate  
17 Defendants (1) persuade reasonable, bargain-seeking prospective customers to  
18 reduce their search for comparable, competing products, (2) lead them to falsely  
19 believe the corporate Defendants have sold, and have a good faith intention to  
20 continue to sell, their respective products at a higher, bona fide list price, (3)  
21 increase prospective and actual customers' perception of the transaction's value,  
22 and (4) increases the likelihood customers will return.

23 109. Casablanca has been injured as a result of the corporate Defendants'  
24 false advertising. Casablanca's position in the marketplace has been weakened by  
25 the diversion of prospective customers to Closets by Design, the Company Owned  
26 Outlets, and Closet World. Casablanca's chief executive officer is Glenn Johnson.  
27 Johnson has personally spoken within the last two years to numerous potential  
28 Casablanca customers who told Johnson they decided to do business with Closets

1 by Design or Closet World instead of Casablanca specifically because they viewed  
2 and believed the corporate Defendants' 40% Off false advertising. In addition,  
3 Casablanca staff Brian Loecher and Stephanie Gordon have likewise each spoken  
4 with countless potential Casablanca customers within the last two years who told  
5 each of them they would not accept appointments or proposals from Casablanca  
6 unless Casablanca would discount its prices by the same 40% Off advertised by  
7 Defendants.

8 110. Casablanca's goodwill has been damaged because consumers have  
9 been led to falsely believe that Closets by Design and Closet World provide deeper  
10 discounts off their bona fide list prices than does Casablanca, implying that Closets  
11 by Design and Closet World provide a better value and are more cost efficient,  
12 customer-appreciative companies.

13 111. Casablanca has had to spend money and resources it otherwise would  
14 not have to spend in order to countervail the effects of Defendants' false  
15 advertising. Johnson conservatively estimates he has spent hundreds of hours  
16 during the past three years responding to (and attempting to mitigate) Defendants'  
17 false advertising. For example, during the past two years alone, Johnson has  
18 travelled to sales appointments, frequently spending up to two hours en route to the  
19 appointment location, only to be turned away by the customer because they  
20 believed they would receive "percentage off" pricing that Casablanca could not  
21 honestly match. Even when Johnson has suggested to prospects that the  
22 Defendants' pricing discount is illusory, he has been turned away dozens of times.  
23 Johnson conservatively estimates this has happened to him personally over 50  
24 (fifty) times in the past three years, and hundreds of times when considering the  
25 similar experiences of Casablanca's other sales staff.

26 112. Johnson has spent significant time away from his other duties to  
27 compile, assess, and countervail Defendants' false advertising. Johnson estimates  
28 that Casablanca has lost at least \$2 million in man hours spent answering futile

1 sales calls and training its sales force how to respond to the false advertising.  
 2 Johnson further asserts that the length of time to make many sales is unnecessarily  
 3 increased by having to explain to potential customers that Casablanca's products  
 4 are sold at a reasonable market list price and that the corporate Defendants'  
 5 purported discount is, in fact, fictitious.

## 6 **VIII. The Investigation**

7 113. Casablanca's principal, its attorneys, and two researchers investigated  
 8 the past and present corporate Defendants' respective advertising material.

### 9 **A. Closets by Design**

10 114. The terms and conditions of Closets by Design's 40% Off sale  
 11 currently state in their entirety: "40%+15% off any order of \$1000 or more, or 40%  
 12 off any order of \$700-\$999 on any complete custom closet, garage, or home office  
 13 unit. Free installation on any order of \$850 or more. 12 Month Special Financing  
 14 with minimum financing order required. Not valid with any other offer. With  
 15 incoming order, at time of purchase only. May not be valid at all locations. Offer  
 16 expires on 06/18/2023." These terms do not require the customer to purchase more  
 17 than one product. The FTC Guide Against Deceptive Pricing at 16 C.F.R. §233.4  
 18 does not, therefore, apply.

#### 19 **(i). Grevle v. Closets by Design**

20 115. The First Amended Complaint in the *Grevle* action was filed June 26,  
 21 2019 and included as an exhibit the Grevle - Closets by Design sales contract and  
 22 delivery receipt. The contract expressly applies Closets by Design's 40% Off sale  
 23 offer. The delivery receipt is dated November 16, 2017. The contract and delivery  
 24 receipt is attached here as **Exhibit 7**. Also attached to the complaint was a Closets  
 25 by Design 40% Off coupon. The coupon notes that the offer "Expires in 30 days."  
 26 That coupon is attached here as **Exhibit 8**.

27 116. The Grevle - Closets by Design sales contract establishes that Closets  
 28 by Design offered a 40% Off sale price in November 2017. The coupon expiration

1 date establishes that at that time Closets by Design was conveying to consumers  
2 that the 40% Off sale price was for only a limited time. This same advertising  
3 practice continues today.

4 (ii). **Rivas**

5 117. Anita Rivas is an attorney hired by Casablanca to pose as a customer  
6 interested in purchasing Closets by Design products. Rivas made a consulting  
7 appointment for March 7, 2023. A Closets by Design salesperson named Liam  
8 McCullough spent about three hours in Rivas' apartment discussing her dining area  
9 storage options. Consistent with Closets by Design's advertisements detailed  
10 herein, McCullough told Rivas that Closets by Design's 40%+10% Off sale  
11 occurred only twice per year. He told Rivas that the sale was currently ongoing but  
12 would end the next day on March 8, 2023. Rivas purchased shelving from Closets  
13 by Design at the end of the consultation. Their contract expressly applies Closets  
14 by Design's 40% Off sale offer. The contract is attached here as **Exhibit 9**.

15 118. The statements by Closets by Design salesperson McCullough that the  
16 40%+10% Off sale occurred only twice per year and that it was currently ongoing  
17 but would end the next day were both literally false—they were lies—and  
18 establishes that Closets by Design's deceptive price false "sale" advertising is  
19 ongoing.

20 (iii). **Johnson**

21 119. In February 2023 Johnson received by mail at his home in Los  
22 Angeles County, California an envelope from Valpak Direct Marketing Systems  
23 containing coupon advertising. The exterior of the envelope was a Closets by  
24 Design 40% Off advertisement. Inside the envelope was a Closets by Design 40%  
25 Off coupon advertisement that noted the sale would end on March 12, 2023.  
26 Photographs of those advertisements are attached here as **Exhibit 10**. Those  
27 advertisements are in all material respects the same coupon filed in the *Grevle*  
28 action which implies continuous use of this 40% Off direct mail marketing since at

1 least June 2019. Over the preceding three years Johnson has received Closets by  
2 Design's 40% Off coupon advertisements by mail from Valassis and Valpak  
3 hundreds of times. Over that time, Johnson has also seen Closets by Design's 40%  
4 Off advertisements daily, either online or in print. Johnson has never seen a Closets  
5 by Design advertisement for its services that does not offer the 40% Off sale.

6 120. These facts are evidence that Closets by Design's 40% Off sale is  
7 continuous and that a significant number of consumers in Southern California have  
8 seen its 40% Off sale advertisements.

9 (iv). **Dennis**

10 121. Dr. Yancy Dennis is a data scientist with a doctorate in Chemical  
11 Engineering from the University of Virginia. Dennis' resume is attached here as  
12 **Exhibit 11**. Dennis was hired by Casablanca to find, collect, and compile  
13 information available on the world wide web about Closets by Design's  
14 advertising. Dennis performed his research from March 2, 2023 to March 6, 2023.

15 (a) **The Internet Archive Data**

16 122. Dennis began by visiting the archive.org website maintained by The  
17 Internet Archive. As it explains: "The Internet Archive has created a service known  
18 as the Wayback Machine. The Wayback Machine makes it possible to browse  
19 more than 450 billion pages stored in the Internet Archive's web archive. Visitors  
20 to the Wayback Machine can search archives by URL (i.e., a website address). If  
21 archived records for a URL are available, the visitor will be presented with a  
22 display of available dates. The visitor may select one of those dates and begin  
23 browsing an archived version of the Web. The archived data made viewable and  
24 browseable by the Wayback Machine is obtained by use of web archiving software  
25 that automatically stores copies of files available via the Internet, each file  
26 preserved as it existed at a particular point in time." See,  
27 <https://archive.org/legal/affidavit.php>.

28 123. Courts regularly take judicial notice of the webpages archived by The

1 Internet Archive because they can be accurately and readily determined from  
2 sources whose accuracy cannot reasonably be questioned. Fed. R. Evid. 201(b)(1);  
3 *Ul LLC v. Space Chariot Inc.* (C.D. Cal. 2017) 250 F.Supp.3d 596, 604 fn. 2  
4 (collecting cases).

5 124. Dennis visited The Internet Archive's Wayback Machine and ran an  
6 archive request for Closets by Design's website, closetsbydesign.com. The results  
7 showed that The Internet Archive saved that website 1,246 times between May 11,  
8 2000 and March 13, 2023. Dennis was instructed by Casablanca's counsel to focus  
9 on the website versions archived from November 2018 to the present. Attached as  
10 **Exhibit 12** are screenshots from The Internet Archive showing the dates of all the  
11 website captures for the years 2018 through 2023 (The Internet Archive identifies  
12 the capture dates within blue circles).

13 125. There are 52 months between November 2018 to March 2023. During  
14 that time The Internet Archive saved closetsbydesign.com 158 times. Dennis  
15 viewed the homepage for each of these archived versions of that website and  
16 created a table, attached here as **Exhibit 13**, that lists the dates when the site was  
17 archived, whether the 40% Off sale banner was displayed on the homepage, the  
18 expiration date for each sale offer, and whether any additional discount was being  
19 advertised.

20 126. The data collected and compiled on **Exhibit 13** establishes that:

- 21 • Closets by Design advertised its 40% Off sale from at least November 25,  
22 2018 to December 11, 2018 (15 days). Then it stopped.
- 23 • Closets by Design began advertising its 40% Off sale again on or before  
24 May 21, 2019 and offered that "sale" price continuously until at least  
25 January 18, 2020 (8 months).
- 26 • For the next month, February 2020, Closets by Design advertised that its  
27 products would be sold at a \$300 discount.
- 28 • Closets by Design began advertising its 40% Off sale again on or before

1 March 10, 2020. Closets by Design advertised that offer continuously to at  
2 least March 2, 2023 (three years) (except for two days in May 2020).

3 On the dates the Original, First Amended, and Second Amended Complaints were  
4 filed, Closets by Design continued to advertise its 40% Off sale on its website  
5 homepage.

6 127. Closets by Design's website is viewable in Southern California.  
7 Because it is, a significant number of consumers in that area have seen Closets by  
8 Design's deceptive 40% Off sale advertisement.

9 128. Dennis downloaded a screenshot of the top portion of all 158 archived  
10 homepages (except November 12, 2018). He viewed each and compiled them into  
11 one file. Attached as **Exhibit 14** is a subset compilation consisting of one  
12 screenshot for each month of the 52 months the website was archived (during four  
13 of those 52 months The Internet Archive did not archive the website, so the  
14 compilation contains 48 screenshots). These screenshots confirm the data shown  
15 on **Exhibit 13**.

16 129. Each archived closetsbydesign.com homepage as viewed on  
17 archive.org contains active links to internal pages within that archived website. The  
18 Internet Archive explains this process: "Links on archived files in the Wayback  
19 Machine point to other archived files (whether HTML pages or other file types), if  
20 any are found for the URL indicated by a given link. For instance, the Wayback  
21 Machine is designed such that when a visitor clicks on a hyperlink on an archived  
22 page that points to another URL, the visitor will be served the archived file found  
23 for the hyperlink's URL with the closest available date to the initial file containing  
24 the hyperlink. ... Thus, in the case of a page constituted by a primary HTML file  
25 and other separate files (e.g., files with images, audio, multimedia, design  
26 elements, or other embedded content) linked within that primary HTML file, the  
27 primary HTML file and the other files will each have their own respective  
28 extended URLs and may not have been archived on the same dates." *Id.*



1           130. The 158 closetsbydesign.com homepages that were archived between  
 2 November 2018 and March 2023 displayed, with the exceptions noted, a 40% Off  
 3 banner advertisement. That advertisement hyperlinked to an internal page  
 4 containing the “Terms and Conditions” of the offer. Dennis retrieved the terms and  
 5 conditions linked-to by each of the 40% Off banner advertisements and compiled  
 6 the expiration dates that were shown there. Those dates are on **Exhibit 13**. As The  
 7 Internet Archive explains, the linked-to terms and conditions pages may not have  
 8 been archived on the same date as the referring homepage. Because of this  
 9 variation, many of the expiration dates Dennis retrieved are from terms and  
 10 conditions pages that do not correspond to the date the homepage was archived.  
 11 Two examples of the Terms and Conditions from which the expiration date can be  
 12 found are shown in **Exhibit 15**.

13           131. Though the expiration date data does not correspond to the date the  
 14 homepage was archived, the data shows the expiration date was extended 13 times  
 15 from August 5, 2019 to March 3, 2023 (in red on **Exhibit 13**). On information and  
 16 belief, and implication, the expiration date was, in fact, illusory because it was  
 17 continuously amended to extend the 40% Off sale indefinitely. Closets by Design’s  
 18 publication of each expiration date was literally false because the sale, in fact,  
 19 never expired. Closets by Designs lied every time it published an expiration date.

20           132. Nathaniel E Frank-White is a Records Request Processor at the  
 21 Internet Archive. In response to a request from Casablanca’s counsel, Frank-White  
 22 downloaded certain archived closetsbydesign.com webpages and provided  
 23 authenticated copies to Casablanca’s counsel. **Exhibit 16** (declaration). Counsel  
 24 viewed each page and created the following list which identifies the date the  
 25 webpage was archived and the Closets by Design “discount” being advertised.

26 **Date archived   Discount**

27 Sept18, 2021    40% Off

28 Oct 16, 2021    40% Off

1 Nov 1, 2021 40% Off  
 2 Dec 26, 2021 40% Off plus 15% Off  
 3 Jan 26, 2022 40% Off plus 15% Off  
 4 Feb 14, 2022 40% Off  
 5 Mar 28, 2022 40% Off  
 6 Apr 1, 2022 40% Off  
 7 May 22, 2022 Not archived  
 8 Jun 26, 2022 40% Off plus 15% Off  
 9 Jul 18, 2022 40% Off plus 15% Off  
 10 Aug 13, 2022 40% Off plus 15% Off  
 11 Sep 18, 2021 40% Off  
 12 Oct 17, 2022 40% Off  
 13 Nov 3, 2022 40% Off  
 14 Dec 3, 2022 40% Off plus 15% Off  
 15 Feb 10, 2023 40% Off plus 15% Off  
 16 Mar 13, 2023 40% Off plus 10% Off

17 (b) The Social Media Information

18 133. Dennis visited Closets by Design's Facebook and Instagram accounts.  
 19 Attached as **Exhibit 17** are the screenshots he took of its Facebook "About" page  
 20 and its Instagram homepage. The homepages are located here:

21 <https://www.facebook.com/closetsbydesign>

22 <https://www.instagram.com/closetsbydesign>

23 134. Many Closets by Design franchisees also own and operate Instagram  
 24 accounts. **Exhibit 18** is a screenshot of an Instagram search result for "closets by  
 25 design" that shows just nine of those franchisee accounts.

26 135. Meta, Inc. owns and operates the Facebook and Instagram social  
 27 media platforms. Account owners may advertise via those platforms.

28 136. Advertisers, including Closets by Design, instruct Meta to serve up

1 their advertising according to the day, time, and information Meta knows about its  
2 users, such as location, personal characteristics, and past online conduct.

3 137. Closets by Design has advertised, and continues to advertise, heavily  
4 on Facebook and Instagram. Its advertisements are served up to other users who  
5 reside throughout the United States, including in Southern California, and in every  
6 geographic location where its franchisees do business.

7 138. Meta maintains a publicly accessible “Ad Library” that provides data  
8 about each of its advertiser’s advertisements. Most of the data relates to that  
9 advertiser’s currently ongoing advertising campaign. Some of the data is images  
10 of, and information about, previous advertisements. The Ad Library can be  
11 accessed here: <https://www.facebook.com/ads/library> The Ad Library for a  
12 particular account can also be accessed by visiting its homepage, using the drop-  
13 down menu triggered by clicking the ellipsis, navigating to the “About this  
14 account” option, and then clicking the “Active ads” option.

15 139. Dennis visited the Ad Library and queried it for “closets by design.”  
16 Attached as **Exhibit 19** is a screenshot of the Meta “About” page for Closets by  
17 Design and screenshots of the active advertisement campaigns Closets by Design  
18 ran in February 2023 and is running in March 2023. The results show Closets by  
19 Design has over 73,000 followers and had approximately 280 advertisements  
20 served to Facebook and Instagram users throughout the country in February 2023  
21 and 270 advertisements in March 2023. Each advertisement was served up an  
22 unknown number of times but, on information and belief, many tens of thousands  
23 of times.

24 140. This social media advertising establishes that Closets by Design  
25 spends substantial funds to distribute its deceptive 40% Off sale offer and that a  
26 substantial segment of consumers in Southern California have seen Closets by  
27 Design’s 40% Off sale advertisement.

28 141. Dennis visited Closets by Design’s Instagram account and took

1 screenshots of past advertisements that Closets by Design published on its page  
2 and, on information and belief, and implication, served to its followers and other  
3 Instagram users. The advertisements Dennis located date from December 14, 2018  
4 to July 3, 2021. Dennis compiled the screenshots into a file which is attached here  
5 as **Exhibit 20**.

6 142. The advertising compiled on **Exhibit 20** shows that:

- 7 • The 40% Off sale advertised on December 14, 2018 was a “holiday promo”  
8 that expired on January 24, 2019.
- 9 • The same 40% Off sale, advertised again on January 19, 2019, was the “Last  
10 chance to take advantage of this amazing offer.”
- 11 • The 40% Off sale advertised on May 14, 2019 was a “Summer Special” that  
12 expired on June 30, 2019.
- 13 • The same 40% Off “Summer Special” sale, advertised again on June 10,  
14 2019, was extended to July 31, 2019.
- 15 • The 40% Off sale advertised on November 30, 2019 was a “Holiday  
16 Special” that expired on December 31, 2019.
- 17 • The same 40% Off “Holiday Special” sale, advertised again on December  
18 11, 2019, was extended to January 28, 2020 and was described as “Our best  
19 offer of the year is still going on.”
- 20 • The 40% Off sale was advertised again on March 14, 2020.
- 21 • The 40% Off sale advertised on April 15, 2020 was “our best offer of the  
22 year.”
- 23 • The 40% Off sale advertised on August 22, 2020 was “For a limited time.”
- 24 • The 40% Off sale advertised on September 26, 2020 expired on September  
25 30, 2020 and asserted it was “Your Last Chance” to get that deal.
- 26 • The 40% Off sale advertised on November 7, 2020 was “Big News” and  
27 expired on November 30, 2020.
- 28 • The 40% Off sale advertised on February 2, 2021 was the “Last Chance” to

1 get the deal because it was “over at the end of the month.”

- 2 • The 40% Off sale advertised on March 1, 2021, the day after the previous
- 3 sale supposedly ended, was a “new promotion.”
- 4 • The 40% Off sale advertised on July 3, 2021 was “summer savings” that
- 5 expired on July 31, 2021.

6 This data establishes that from December 14, 2018 to July 3, 2021 the 40% Off  
 7 sale was continually extended and that prospective customers were led to believe  
 8 that each “sale” offer would end. Every expiration date was literally false. Every  
 9 assertion that the sale was different in kind than any preceding sale was literally  
 10 false or misleading.

11 **(v). Ballard**

12 143. Daniel Ballard is an attorney for Casablanca. Ballard conducted his  
 13 own investigation to confirm that Closets by Design is still continuously extending  
 14 its 40% Off sale without break. As detailed below, Ballard was able to confirm that  
 15 practice by viewing advertisements publicly available, and readily available to  
 16 anyone with a Facebook or Instagram account, and which are all in Defendants’  
 17 possession or control.

18 144. Ballard viewed his Facebook on February 21, 2023. Appearing in  
 19 those posts was a Closets by Design “President’s Day Special” advertisement for  
 20 40% Off. Ballard clicked the advertisement which resolved to the Closets by  
 21 Design “Schedule Requests” webpage. That page displayed the “Terms and  
 22 Conditions” for the sale offer. The terms noted the sale would end on February 28,  
 23 2023. Ballard took screenshots of the advertisement and Terms and Conditions.  
 24 Both are attached here as **Exhibit 21**.

25 145. Ballard viewed his Facebook and Instagram via his iPhone on March  
 26 6, 2023. Appearing in the posts were Closets by Design advertisements that  
 27 proclaimed, “Last Chance To Get Our Best Offer” and included the 40% Off sale  
 28 offer. Ballard clicked each advertisement which resolved to the Closets by Design

1 “Schedule Requests” webpage. That page displayed the “Terms and Conditions”  
2 for the sale offer. The terms noted the sale would end on March 11, 2023. Ballard  
3 took screenshots of each advertisement and Terms and Conditions. All are attached  
4 here as **Exhibit 22**.

5 146. Ballard viewed his Facebook and Instagram via his iPhone on March  
6 13, 2023. Appearing in the posts were Closets by Design advertisements that  
7 included the 40% Off sale offer. Ballard clicked the advertisements which resolved  
8 to the Closets by Design “Schedule Requests” webpage. That page displayed the  
9 “Terms and Conditions” for the sale offer. The terms noted the sale would end on  
10 March 31, 2023. Ballard took screenshots of each advertisement and Terms and  
11 Conditions. All are attached here as **Exhibit 23**.

12 147. These facts establish that Closets by Design’s 40% Off “President’s  
13 Day Special” that was supposed to end on February 28, 2023 did not end because it  
14 was advertised again on March 6, 2023, which, Closets by Design claimed, was the  
15 “Last Chance” to get that deal because it ended on March 11, 2023. That deal did  
16 not end, however, because on March 13, 2023 Closets by Design advertised  
17 another 40% Off sale which purportedly ends on March 31, 2023.

18 148. Ballard viewed his Instagram via his iPhone on April 4, 2023.  
19 Appearing was a Closets by Design advertisement that included the 40% Off sale  
20 offer and which linked to the terms and conditions on Closets by Design’s website  
21 which noted that the sale would end on April 30, 2023.

22 149. Ballard viewed his Facebook via his iPhone on May 1, 2023.  
23 Appearing was a Closets by Design advertisement that included the 40% Off sale  
24 offer and which linked to the terms and conditions on Closets by Design’s website  
25 which noted that the sale would end on May 31, 2023.

26 150. Ballard viewed his Facebook via his iPhone on June 5, 2023.  
27 Appearing was a Closets by Design advertisement that included the 40% Off sale  
28 offer and which linked to the terms and conditions on Closets by Design’s website

which noted that the sale would end on June 18, 2023. On information and belief, and implication, that sale will be extended yet again. Ballard has never seen an advertisement for Closet by Design's services that did not offer the 40% Off sale.

#### **B. Closet World**

151. The terms and conditions of Closet World's 40% Off sale currently state in their entirety: "50% off any order of \$1180 or more, 40% off any order of \$880 or more on any Closet, Garage or Office orders and other products. Not valid with any other offer. Offers and prices are subject to change without notice. Free installation and delivery with your order of \$850 or more. Offers valid with incoming order at time of purchase, with complete unit purchase. Expires 06/18/2023. Special financing for 12 mo. with minimum payments On approved credit. Call or ask your Designer for details." These terms do not require the customer to purchase more than one product. The FTC Guide Against Deceptive Pricing at 16 C.F.R. §233.4 does not, therefore, apply.

152. Closet World owns and operates a website at closetworld.com which is viewable in Southern California. The website homepage prominently displays its 40% Off discount offer. A significant number of consumers in Southern California have seen Closet World's deceptive 40% Off sale advertisement on that webpage.

153. In response to a request from Casablanca's counsel, Nathaniel E Frank-White of the Internet Archive downloaded certain archived closetworld.com webpages and provided authenticated copies to Casablanca's counsel. **Exhibit 24** (declaration). Counsel viewed each page and created the following list which identifies the date the webpage was archived, the Closet World "discount" being advertised, and the expiration date of that "discount" sale offer.

<b>Archived</b>	<b>Expiration</b>	<b>Discount</b>
Mar 27, 2020	Apr 31, 2020	40% Off \$700 or more, 50% Off \$1,000 or more
Apr 17, 2020	Apr 31, 2020	40% Off \$700 or more, 50% Off \$1,000 or more
May 24, 2020	May 31, 2020	40% Off \$700 or more, 50% Off \$1,000 or more



1	Jun 16, 2020	Jun 30, 2020	40% Off \$700 or more, 50% Off \$1,000 or more
2	Jul 13, 2020	Aug 31, 2020	40% Off \$700 or more, 50% Off \$1,000 or more
3	Aug 11, 2020	Aug 31, 2020	40% Off \$700 or more, 50% Off \$1,000 or more
4	Sept 7, 2020	Sept 13, 2020	40% Off \$700 or more, 50% Off \$1,000 or more
5	Oct 17, 2020	Oct 31, 2020	40% Off \$700 or more, 50% Off \$1,000 or more
6	Nov 22, 2020	Dec 31, 2020	40% Off \$700 or more, 50% Off \$1,000 or more
7	Dec 9, 2020	Dec 31, 2020	40% Off \$700 or more, 50% Off \$1,000 or more
8	Jan 24, 2021	Feb 28, 2021	40% Off \$700 or more, 50% Off \$1,000 or more
9	Feb 24, 2021	Feb 28, 2021	40% Off \$700 or more, 50% Off \$1,000 or more
10	Mar 8, 2021	Mar 31, 2021	40% Off \$700 or more, 50% Off \$1,000 or more
11	Apr 21, 2021	Apr 30, 2021	40% Off \$600 or more
12	May 15, 2021	Jun 30, 2021	50% Off \$600 or more
13	Jun 10, 2021	July 22, 2021	50% Off \$600 or more
14	Jul 15, 2021	July 31, 2021	50% Off \$600 or more
15	Aug 4, 2021	Aug 31, 2021	50% Off \$600 or more
16	Sep 15, 2021	Sept 30, 2021	40% Off \$600 or more
17	Oct 18, 2021	Nov 7, 2021	40% Off \$600 or more
18	Nov 27, 2021	Not archived	Not archived
19	Dec 17, 2021	Dec 15, 2021	50% Off \$600 or more
20	Jan 15, 2022	Jan 15, 2021	50% Off \$600 or more
21	Feb 16, 2022	Feb 26, 2022	50% Off \$600 or more
22	Mar 15, 2022	30 days	40% Off \$600 or more
23	Apr 11, 2022	May 7, 2022	40% Off \$600 or more
24	May 17, 2022	June 18, 2022	50% Off \$600 or more
25	Jun 9, 2022	30 days	50% Off \$600 or more
26	July 13, 2022	30 days	50% Off \$600 or more
27	Aug 24, 2022	Not archived	Not archived
28	Sept 27, 2022	30 days	40% Off \$880 or more

1 Oct 26, 2022 30 days 40% Off \$880 or more  
 2 Nov 16, 2022 Dec 10, 2022 40% Off \$880 or more, 50% Off \$1,180 or more  
 3 Dec 17, 2022 Dec 31, 2022 40% Off \$880 or more, 50% Off \$1,180 or more  
 4 Jan 19, 2023 Jan 31, 2023 40% Off \$880 or more, 50% Off \$1,180 or more  
 5 Feb 16, 2023 Feb 28, 2023 40% Off \$880 or more, 50% Off \$1,180 or more

6 154. Dennis visited The Internet Archive's Wayback Machine and ran an  
 7 archive request for Closet World's website, closetworld.com. He downloaded one  
 8 version of the website's homepage for every month between April 2018 through  
 9 March 2023. Dennis viewed each homepage and created a table, attached here as  
 10 **Exhibit 25**, that lists the dates when the site was archived and the Closet World  
 11 "discount" being advertised.

12 155. Ballard viewed his Facebook and Instagram via his iPhone on various  
 13 dates between February 8, 2023 and June 6, 2023. Appearing in the posts were  
 14 Closet World advertisements that included the 40% Off sale offer. Ballard clicked  
 15 each advertisement which resolved to the Closet World "Schedule Requests"  
 16 webpage. That page displayed the terms and conditions for the sale offer. Ballard  
 17 took screenshots of each advertisement and most of the terms and conditions. The  
 18 following is the information he collected:

<b>Date Viewed</b>	<b>Expiration</b>	<b>Discount</b>
Feb 8, 2023	Not noted	50% Off
Feb 13, 2023	Not noted	50% Off "Presidents Day" sale
Mar 21, 2023	Mar 31, 2023	40% Off Plus 10% Off
Apr 3, 2023	Apr 30, 2023	40% Off Plus 10% Off
May 8, 2023	May 31, 2023	50% Off "Our Best Offer is Back"
May 19, 2023	May 31, 2023	50% Off "Offer Ends Soon"
Jun 5, 2023	Jun 18, 2023	50% Off

27 Ballard has never seen an advertisement for Closet World's services that did not  
 28 offer the 40% Off sale.

156. Closet World also advertises on Google's search engine platform. Google's Ads Transparency Center reveals that Closet World's advertisements on that platform routinely display its 40% Off sale offer. **Exhibit 4.**

157. The information compiled by the Internet Archive, Dennis, and Ballard establish that Closet World continually offers its 40% Off discount without interruption.

### **FIRST CAUSE OF ACTION**

#### **False Advertising under 15 U.S.C. §1125(a)(1)B) (Against Closets by Design, CBDF, and Closet World)**

158. Casablanca realleges each and every allegation contained above as if fully set forth herein.

159. Closets by Design's 40% Off sale has been continuously advertised in interstate commerce since at least May 21, 2019.

160. Closets by Design and CBDF jointly owns six (6) Closets by Design® Company Owned Outlets. Closets by Design manages those outlets. Closets by Design distributes and publishes its 40% Off sale advertisements for the benefit of those Company Owned Outlets.

161. A significant number of consumers in Southern California have seen Closets by Design's 40% Off sale advertisements. Consumers have contacted Closets by Design in response to viewing those advertisements. After viewing the advertisements it is probable that a substantial segment of consumers, acting reasonably, could be deceived into believing that Closets by Design's products were, and would again, be sold at a bona fide 40% higher list price.

162. Closets by Design's 40% Off sale offer, each expiration date asserted in each advertisement, and the claim it made in each advertisement that its sale will end, or is a new sale, or is a seasonal or holiday sale, are all literally false or likely to mislead or confuse consumers.

1           163. Closets by Design's 40% Off sale advertisements likely influenced  
2 consumers to purchase its products. Consumers have purchased products from  
3 Closets by Design and the Company Owned Outlets due to the misimpression they  
4 formed after viewing the 40% Off advertisements that their purchase price was  
5 40% lower than Closets by Design's bona fide list price.

6           164. Closets by Design and CBDF have made profits as a result of sales  
7 generated by consumers' viewing and relying upon the offer that they could  
8 purchase Closet by Design products at a 40% discount from its bona fide list price.

9           165. Closet World's 40% Off sale has been continuously advertised in  
10 interstate commerce since at least March 27, 2020.

11           166. A significant number of consumers in Southern California have seen  
12 Closet World's 40% Off sale advertisements. Consumers have contacted Closet  
13 World in response to viewing those advertisements. After viewing the  
14 advertisements it is probable that a substantial segment of consumers, acting  
15 reasonably, could be deceived into believing that Closet World's products were,  
16 and would again, be sold at a bona fide 40% higher list price.

17           167. Closet World's 40% Off sale offer, each expiration date asserted in  
18 each advertisement, and the claim it made in each advertisement that its sale will  
19 end, or is a new sale, or is a seasonal or holiday sale, are all literally false or likely  
20 to mislead or confuse consumers.

21           168. Closet World's 40% Off sale advertisements likely influenced  
22 consumers to purchase its products. Consumers have purchased products from  
23 Closet World due to the misimpression they formed after viewing the 40% Off  
24 advertisements that their purchase price was 40% lower than Closet World's bona  
25 fide list price.

26           169. Closet World has made profits as a result of sales generated by  
27 consumers' viewing and relying upon the offer that they could purchase its product  
28 at a 40% discount from its bona fide list price.

170. Casablanca has been injured as a result of Closets by Design, CBDF, and Closet World's distribution and publication of their deceptive 40% Off sale advertisements. Casablanca's position in the marketplace has been weakened by the diversion of prospective customers to Closets by Design, the Company Owned Outlets, and Closet World. Casablanca's goodwill has been damaged because consumers are led to falsely believe Closets by Design and Closet World provide deeper discounts off their bona fide list prices than does Casablanca, implying that Closets by Design and Closet World provide a better value and are more cost efficient, customer-appreciative companies. Casablanca has spent resources it otherwise would not have spent in order to respond to the false advertising, including training its sales force how to respond.

171. By reason of, and as a direct and proximate result of, Closets by Design, CBDF, and Closet World's false advertising, they have each caused, and are now causing, Casablanca harm, and, unless each is enjoined by the Court, each will continue to cause Casablanca immediate and irreparable harm for which there is no adequate remedy at law, and for which Casablanca is entitled to injunctive relief.

**SECOND CAUSE OF ACTION**  
**Contributory False Advertising under 15 U.S.C. §1125(a)(1)B)**  
**(Against CBDF and Melkonian)**

172. Casablanca realleges each and every allegation contained above as if fully set forth herein.

173. Closets by Design and Closet World have engaged in false advertising.

174. CBDF has contributed to Closets by Design's false advertising by knowingly inducing it, or causing it, or materially participating in it as alleged herein.

175. Melkonian has contributed to Closets by Design and Closet World's

1 false advertising by knowingly inducing it, or causing it, or materially participating  
2 in it as alleged herein.

3 176. CBDF and Melkonian have each, therefore, contributed to the harm  
4 Casablanca has suffered due to the complained-of false advertising.

5 177. By reason of, and as a direct and proximate result of, CBDF and  
6 Melkonian's contributory false advertising, they have each caused, and are now  
7 causing, Casablanca harm, and, unless each is enjoined by the Court, each will  
8 continue to cause Casablanca immediate and irreparable harm for which there is no  
9 adequate remedy at law, and for which Casablanca is entitled to injunctive relief.

10  
11 **THIRD CAUSE OF ACTION**  
12 **RICO Violations (18 U.S.C. §1962(a), (b), (c)).**  
13 **(Against Closets by Design, CBDF, and Closet World)**

14 178. Casablanca realleges each and every allegation contained above as if  
15 fully set forth herein.

16 179. Creation of an Enterprise. Closets by Design, CBDF, and Closet  
17 World created an enterprise through which they engage in racketeering activity,  
18 specifically, mail and wire fraud by means of distributing and publishing  
19 advertising through the mail and world wide web that each knows is false.

20 180. The facts that establish the creation of their enterprise were previously  
21 alleged in Paragraphs 9, 33-39, 41, 43-52, 54, 58-69, 80, and 85-87.

22 181. As previously alleged, all the corporate Defendants are wholly owned  
23 subsidiaries of Home Organizers, all four have their principal place of business at  
24 the same location, and Frank Melkonian is the CEO of all four (§9). Additionally,  
25 they have other overlapping officers and directors: Gerard A. Thompson is the  
26 CFO, Secretary, and Treasurer of *both* CBDF and Closet World and is a Director  
27 of *both* CBDF and Home Organizers; Gerald Egner is *both* CBDF's President and  
28 a Home Organizers board member; and Alexsan Ohannes Jivalagian is *both* the

1 responsible managing officer of a Closets By Design® store jointly owned by  
2 Closets by Design and CBDF and is Closet World’s Vice President of Operations.

3 182. Purpose of the Enterprise. The common purpose of their enterprise is  
4 to decrease their customer acquisition costs and increase their sales by diverting  
5 business from their competitors by distributing and publishing advertising via the  
6 mail and worldwide web that each Defendant knows is false.

7 183. To achieve the purpose of their enterprise, the corporate Defendants  
8 coordinate their advertising. The facts that establish their coordination were  
9 previously alleged in Paragraphs 34-39, 41, and 45-52.

10 184. Intent to Defraud. Each corporate Defendant knows their advertising  
11 is false and its distribution and publication fraudulent because each knows they  
12 never sell their products and services at a 40% higher list price, that the 40% Off  
13 sale has been continuous for at least two years, and their assertions in their  
14 advertising that the 40% Off sale will end on a date certain are all false.

15 185. Moreover, Frank Melkonian is the CEO of, and a manager of, each  
16 corporate Defendant and he, Closet World, and all others acting in concert with  
17 them—now including Closets by Design and CBDF—were permanently enjoined  
18 by the Orange County Superior Court’s False Advertising Injunction from  
19 engaging in the very same false advertising complained-of here. See, ¶¶24-25,  
20 **Exhibits 1, 2**.

21 186. In addition, each corporate Defendant is aware of this Court’s ruling  
22 in the related *Sarkhan Nabiye v. Closet World, Inc. and Home Organizers, Inc.*,  
23 2:23-cv-02218-ODW-PD (Nov. 16, 2023) case that Closet World’s advertising is  
24 not protected by the FTC price guide safe harbor at 16 C.F.R. §233.4 but, rather,  
25 that the former price comparison guide at §233.1 applies to the complained-of  
26 advertising and that “Defendants’ conduct **is not permitted** by the language of  
27 §233.1.” *Id.* (emphasis added). See, ¶94.

28 187. Lastly, each corporate Defendant is aware that consumers have



1 alleged in class action lawsuits against them that the complained-of advertising is  
 2 false. Specifically, each corporate Defendant is aware those allegations were made  
 3 in the currently pending *Vernon v. Closets by Design*, 2:23-cv-01180-JNW (WD  
 4 Wash., filed Aug. 7, 2023) lawsuit and the closed *Newbold v. Closets by Design*,  
 5 8:19-cv-00077 (CD Cal., filed Jan. 14, 2019) and *Grevle v. Closets by Design*,  
 6 2:19-cv-3881 (CD Cal., filed May 3, 2019) lawsuits. See, ¶¶90-91.

7 188. In sum, the intent of each corporate Defendant to defraud consumers  
 8 is established by each distributing and publishing the complained-of advertising in  
 9 light of (i) their knowledge it is false, (ii) the False Advertising Injunction, (iii) this  
 10 Court's finding that such advertising does not comply with the FTC price guide,  
 11 and (iv) at least three class action lawsuits that allege their advertising is false.

12 189. Material Falsehood. The corporate Defendants' false advertisements  
 13 contain material falsehoods, specifically; the fictitious 40% Off former price  
 14 comparison and the assertions in the advertisements that the 40% Off sale will end  
 15 on a date certain. Neither assertion is true. Moreover, the corporate Defendants do  
 16 not disclose in any advertisement their alleged 40% higher List Price for their  
 17 products and services. That alleged List Price is only revealed when their sales  
 18 designer is physically in a potential customer's home. This fraud by omission  
 19 prevents potential customers from comparing list prices among competitors.

20 190. The corporate Defendants' fictitious limited-in-time discount sale  
 21 offers have a natural tendency to influence consumers to inquire into and buy the  
 22 Defendant's products and services rather than contacting Casablanca. In short,  
 23 false price discounts can and do entice consumers to buy the advertised product.

24 191. The Racketeering Participants. On information and belief, *every*  
 25 complained-of advertisement the corporate Defendants distribute and publish  
 26 contains the fraudulent 40% Off sale offer. *Every* person, therefore, who oversees,  
 27 manages, or works in a Defendant's sales and marketing department participates in  
 28 the racketeering activity, as does every advertising consultant a Defendant hires.

1           192. In addition to Melkonian, the following CBDF employees work in a  
2 capacity that provides each with information about, and/or control over, the false  
3 advertising: Brianne M. Rogers, Director, Global Sales & Support Operations; Lisa  
4 Jensen, Marketing Manager; Jackie Almond, Sales and Marketing Department.

5           193. In addition to Melkonian, the following Closets by Design employees  
6 work in a capacity that provides each with information about, and/or control over,  
7 the false advertising: Mark Etzbach, Vice President of Sales; Susan Kroll, Sales &  
8 Operations Manager; Scott Shinedling, National Sales Support Manager.

9           194. In addition to Melkonian, the following Closet World employees work  
10 in a capacity that provides each with information about, and/or control over, the  
11 false advertising: Anne Pedrola, Division Sales Manager; Lucan Melkonian,  
12 Regional Sales Manager; Alex Bendigo, Senior Sales Manager; Liza M.  
13 Melkonian, Marketing and Advertising Department.

14           195. The Role of Racketeer CBDF: As previously alleged, CBDF in large  
15 part controls the prices and discounts that apply to the products and services  
16 offered by Closets by Designs® stores (¶¶70-71), it creates and controls the Closets  
17 by Designs® false advertising that it and its franchisees distribute and publish  
18 (¶¶74-76, 78-81), and it spends significant sums to distribute and publish those  
19 false advertisements via the mail and world wide web (¶¶82-84). On information  
20 and belief, it is also involved in creating, distributing, and publishing Closet  
21 World's false advertisements.

22           196. The Role of Racketeer Closets by Design: As previously alleged,  
23 Closets by Design is the owner and licensor of the "Closets by Design" trademark  
24 (¶43). Closets by Design distributes and publishes the complained-of false  
25 advertising via the mail and world wide web to promote sales in its three (3)  
26 Closets by Design® stores and the six (6) stores jointly-owned with CBDF (¶44).  
27 Closets by Design employees offer potential customers the false 40% Off discount  
28 via the telephone and in-person sales (¶101). Closets by Design publishes a website

1 that prominently displays on its homepage the 40% Off sale, and which serves as  
 2 the landing site linked-to by every Closets by Designs® false advertisement  
 3 published on the world wide web, it publishes information about CBDF's  
 4 franchising opportunities, and is used to compile information about potential  
 5 customers residing throughout the country to facilitate sales calls by Closets by  
 6 Designs® franchisees (¶¶45-51). Closets by Design is, according to Google's Ad  
 7 Transparency Center, the "advertiser" of Closet World's advertising on Google  
 8 (¶52).

9       197. The Role of Racketeer Closet World: As previously alleged, Closet  
 10 World distributes and publishes the complained-of false advertising via the mail  
 11 and world wide web to promote sales in its four (4) locations (¶¶35-37). Closet  
 12 World employees offer potential customers the false 40% Off discount via the  
 13 telephone and in-person sales (¶101). Closet World publishes a website that  
 14 prominently displays on its homepage the false 40% Off sale (¶152). On  
 15 information and belief, Closet World is involved in creating its false advertising.

16       198. The time, place, and manner of Closets by Design's mail fraud. As  
 17 previously alleged, Closets by Design places its false advertising in the mail in the  
 18 form of "wraps" distributed via newspapers within California (¶35, **Exhibit 3**).  
 19 Closets by Design also distributes its false advertising via the mail in the form of  
 20 direct mail coupons (¶119, **Exhibits 10, 8**). Over the last three years Johnson has  
 21 received hundreds of such coupons via the mail at his home in Los Angeles County  
 22 (*Id.*). Specifically, Johnson received such coupons in February, March, April, and  
 23 in every other month in 2023.

24       199. The time, place, and manner of Closets by Design's wire fraud. As  
 25 previously alleged, Closets by Design publishes a website that prominently  
 26 displays its false 40% Off sale on its homepage (¶¶125-126, 132, **Exhibit 13**). The  
 27 compiled fact allegations show the specific publication dates and establish that the  
 28 false 40% Off sale was continuously advertised on the website from May 2020

(and periodically before) to March 2023 (*Id.*). That same false advertisement has been continuously displayed on the website from March 2023 to April 2024. Closets by Design also publishes its false advertising on the Meta social media platforms Facebook and Instagram (¶¶137-142, 144-150, **Exhibits 20, 22, 23**). The compiled fact allegations show the specific dates the false advertising was published (¶¶142, 144-150, **Exhibits 20, 22, 23**).

200. The time, place, and manner of Closet World's mail fraud. As previously alleged, Closet World places its false advertising in the mail in the form of "wraps" distributed via newspapers within California (¶35, **Exhibit 3**). Ballard received such wraps in the mail at his home in Sacramento County in April 2023 (May 31, 2023 sale expiration date), in October 2023 (Nov. 5, 2023 sale expiration date), in December 2023 (Jan. 8, 2024 sale expiration date), in March 2024 (Apr. 21, 2024 sale expiration date), and on many other dates. Closet World also distributes its false advertising via the mail in the form of direct mail coupons. Ballard received such coupons in the mail at his home in Sacramento County in March 2023 (Apr. 30, 2023 sale expiration date), in September 2023 (Oct. 31, 2023 sale expiration date), in November 2023 (Dec. 17, 2023 sale expiration date), in January 2024 (Feb. 28, 2024 sale expiration date), in February 2024 (Mar. 16, 2024 sale expiration date), in March 2024 (Apr. 14, 2024 sale expiration date), and on many other dates.

201. The time, place, and manner of Closet World's wire fraud. As previously alleged, Closet World publishes a website that prominently displays its false 40% Off sale on its homepage (¶¶152-154, **Exhibit 25**). The compiled fact allegations show the specific publication dates and establish that the false 40% Off sale was continuously advertised on the website from March 2020 (and periodically before) to March 2023 (¶153, **Exhibit 25**). That same false advertisement has been continuously displayed on the website from March 2023 to April 2024. Closet World also publishes its false advertising on the Meta social

1 media platforms Facebook and Instagram (§155). The compiled fact allegations  
2 show the specific dates the false advertising was published (*Id.*). Ballard took  
3 many more screenshots of Closet World's false 40% Off social media advertising.  
4 A small sample reveals the advertisements were published on July 17, 2023 (Jul.  
5 30 sale expiration date), on August 9, 2023 (Sept. 17, 2023 sale expiration date),  
6 on September 14, 2023 (Sept. 24, 2023 sale expiration date), on November 15  
7 (Dec. 31, 2023 sale expiration date), January 12, 2024 (January 28, 2024 sale  
8 expiration date) and on many other dates.

9       202. The time, place, and manner of CBDF's mail fraud. As previously  
10 alleged, CBDF asserts its advertising expenses for 2018 were \$16,998,5502, for  
11 2019 they were \$21,536,594, for 2020 they were \$23,025,552, for 2021 there were  
12 \$35,069,308, and for 2022 they were \$43,831,414 (§83). Based on the bankruptcy  
13 petition it filed and its list of creditors, CBDF advertises heavily via direct mail  
14 marketing (§77). Specifically, CBDF and Closets by Design jointly own six (6)  
15 Closets by Designs® stores which CBDF asserts are operated by Closets by Design  
16 (§58). One such store is in Whittier, California and directly competes with  
17 Casablanca (*Id.*). Every false advertisement Closets by Design distributes via the  
18 mail in California to promote Closets by Designs® products and services (*see*  
19 *specifically* §198) is done with the assent and cooperation of CBDF, which is,  
20 therefore, jointly liable for that mail fraud. Moreover, CBDF uses the mail to  
21 interact with its franchisees, and, on information and belief, with Closet World and  
22 outside advertising consultants, regarding the creation, distribution, and publication  
23 of its false advertising.

24       203. The time, place, and manner of CBDF's wire fraud. Again, CBDF  
25 asserts its yearly advertising expenses are tens of millions of dollars (§83). CBDF  
26 advertises its Closets by Designs® franchise opportunity on Closets by Design's  
27 website which prominently displays the false 40% Off sale on its homepage and  
28 which lists CBDF's franchise locations and information about each one (§§46-51).

1 The false 40% Off sale offer is displayed on each of the CBDF's franchisee's click  
2 through subpages (§51). Moreover, the website contains a "Schedule Requests"  
3 section that visitors may use to schedule a sales appointment with the appropriate  
4 CBDF franchisee (§49). In addition, every false advertisement Closets by Design  
5 publishes on the world wide to promote Closets by Designs® products and services  
6 (*see specifically* §199) is done with the assent and cooperation of CBDF, which is,  
7 therefore, jointly liable for that wire fraud.

8 204. The mail and wire fraud committed by each of the corporate  
9 Defendants was intentionally done to deprive its competitors, including  
10 Casablanca, of the profits they would otherwise have earned but for the false  
11 advertising.

12 205. The above allegations establish that the corporate Defendants' false  
13 advertising constitutes mail and wire fraud and is a pattern of racketeering activity.  
14 18 U.S.C. §§1341, 1343, 1961(5).

15 206. The corporate Defendants have each received income derived from  
16 their pattern of racketeering activity and each has used or invested part of that  
17 income to operate their respective businesses, each of which affects interstate  
18 commerce, and to fund their continuing enterprise. Such conduct, along with their  
19 other conduct as alleged herein, violates 18 U.S.C. §1962(a).

20 207. Through their pattern of racketeering activity, the corporate  
21 Defendants have maintained an interest in and control of their respective  
22 businesses, each of which affects interstate commerce, and of their continuing  
23 enterprise. Such conduct, along with their other conduct as alleged herein, violates  
24 18 U.S.C. §1962(b).

25 208. The corporate defendants are each associated with the enterprise they  
26 created. Their enterprise engages in and affects interstate commerce. Through a  
27 pattern of racketeering activity, each of these corporate Defendants conducts or  
28 participates in the affairs of that enterprise. Such conduct, along with their other



1 conduct as alleged herein, violates 18 U.S.C. §1962(c).

2  
3 **FOURTH CAUS OF ACTION**  
4 **RICO Violation (18 U.S.C. §1962(d)).**  
5 **(Against Melkonian)**

6 209. Casablanca realleges each and every allegation contained above as if  
7 fully set forth herein.

8 210. As alleged previously, Melkonian has been, and remains, deeply  
9 involved in the corporate Defendants' false advertising (§§20-24, 26). It is law of  
10 the case that Casablanca has asserted "more than enough factual allegations for the  
11 Court to determine Melkonian was—and continues to be—deeply involved in the  
12 day-to-day activities of Closets by Design, CBDF, and Closet World—which  
13 include the advertising of their products." Dkt. 37 at 9:1-24.

14 211. The RICO conspiracy statute declares it is "unlawful for any person to  
15 conspire to violate any of the provisions of subsection (a), (b), or (c) of this  
16 section." 18 U.S.C. §1962(d). The person need not personally participate in the  
17 substantive racketeering scheme but, rather, he violates the statute when he "knew  
18 about and agreed to facilitate" that scheme, specifically, if he "agree[s] to conduct  
19 or participate in the affairs of an enterprise through a pattern of racketeering."  
20 *Relevant Grp. v. Nourmand* (C.D. Cal., July 25, 2022, 2:19-cv-05019-ODW  
21 (KSx)) [p. 37].

22 212. As CEO of each corporate Defendant who is deeply involved in their  
23 day-to-day activities, including their advertising, Melkonian knows about the mail  
24 and wire fraud each is committing by their distribution and publication of their  
25 false advertising. He has agreed to, at least, facilitate those frauds as evidenced by  
26 him tolerating the many-years-long duration of the frauds (**Exhibits 13, 20, 25**), his  
27 knowledge via the False Advertising Injunction that the complained-of advertising  
28 is unlawful (§26), and this Court's finding that the complained-of advertising does



1 not comply with the FTC price guides (§186).

2 213. Moreover, Melkonian is aware that the mail and wire fraud being  
3 committed by the corporate Defendants is causing harm to their competitor,  
4 Casablanca.

5 214. By agreeing to facilitate the frauds, Melkonian has violated the RICO  
6 conspiracy statute. 18 U.S.C. §1962(d).

### 7 8 **PRAYER FOR RELIEF**

9 WHEREFORE, Casablanca prays for relief and judgment as follows:

10 1. A finding that Closets by Design, CBDF, and Closet World have each  
11 engaged in false advertising in violation of the Lanham Act (15 U.S.C.  
12 §1125(a)(1)(B));

13 2. A finding that Closets by Design, CBDF, and Closet World's false  
14 advertising is intentional, willful, and malicious;

15 3. A finding that Casablanca has been irreparably harmed by Closets by  
16 Design, CBDF, and Closet World's false advertising and issuing an injunction  
17 prohibiting each of those companies from continuing to distribute and publish their  
18 false advertising;

19 4. Ordering Closets by Design, CBDF, and Closet World to pay, jointly  
20 and severally, monetary relief to Casablanca pursuant to 15 U.S.C. §1117(a) for  
21 each company's false advertising, specifically: (i) the profits each company earned  
22 as a result of its false advertising, (ii) the amount in damages Casablanca sustained  
23 as a result of each company's false advertising, and (iii) Casablanca's costs of this  
24 action;

25 5. A finding that CBDF and Melkonian have each engaged in  
26 contributory false advertising in violation of the Lanham Act by (15 U.S.C.  
27 §1125(a)(1)(B));

28 6. A finding that CBDF and Melkonian's contributory false advertising

1 was intentional, willful, and malicious;

2 7. A finding that Casablanca has been irreparably harmed by CBDF and  
3 Melkonian's contributory false advertising and entry of an injunction prohibiting  
4 each from continuing to contribute to the distribution and publication of Closets by  
5 Design, CBDF, and Closet World's false advertising;

6 8. Ordering CBDF and Melkonian, jointly and severally, to pay  
7 Casablanca monetary relief pursuant to 15 U.S.C. §1117(a) for their contributory  
8 false advertising specifically: (i) the profits each earned as a result of their  
9 contributory false advertising, including at least two years of Melkonian's salary,  
10 (ii) the amount in damages Casablanca sustained as a result of their contributory  
11 false advertising, and (iii) Casablanca's costs of the action;

12 9. Awarding Casablanca pre-judgment and post-judgment interest, to  
13 the fullest extent allowable at law or in equity, on all damages;

14 10. A finding that this is an exceptional case under the Lanham Act and  
15 awarding Casablanca its reasonable attorneys' fees under 15 U.S.C. §1117(a);

16 11. Entering an order requiring each Defendant to publish corrective  
17 advertising;

18 12. Entering an order prohibiting each Defendant from using the names  
19 "Casablanca," "One Day," "One Day Doors," and "One Day Doors and Closets,"  
20 or any confusingly similar variation of any of those names, as a keyword or other  
21 device to generate any online advertisements;

22 13. A finding that Casablanca is an intended beneficiary of the False  
23 Advertising Injunction issued in the *People v. Closet World* action;

24 14. A finding that Closets by Design, CBDF, and Closet World have each  
25 violated the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C.  
26 §1962(a), (b), (c));

27 15. A finding that Melkonian violated the Racketeer Influenced and  
28 Corrupt Organizations Act (18 U.S.C. §1962(d));



*Casablanca Design Center, Inc., v. Closets by Design, et al.*  
U.S. District Court for the Central District of California

# EXHIBIT

# 1

Summons Not Issued  
FEES WAIVED \$ 188.00 GOV CODE 6103

THIS CASE HAS BEEN ASSIGNED TO CIVIL CASE MANAGEMENT. EACH  
PLEADING MUST INCLUDE THE ASSIGNED JUDGE AND DEPARTMENT  
DESIGNATION AS SHOWN UNDER THE CASE NUMBER. ALL PARTIES MUST  
COMPLY WITH THE ORANGE COUNTY SUPERIOR COURT RULES.

1 TONY RACKAUCKAS, District Attorney  
County of Orange, State of California  
2 JAN C. STURLA, Senior Assistant District Attorney  
ROBERT C. GANNON, JR., Assistant District Attorney  
3 Consumer and Environmental Protection Unit  
BY: WENDY BROUGH  
4 Deputy District Attorney  
401 Civic Center Drive  
5 Santa Ana, California 92701-92701-4575  
Telephone: (714) 347-8706  
6 Facsimile: (714) 834-5706

7 Attorneys for Plaintiff

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

JUN 27 2000

ALAN SLATER, Clerk of the Court

*M. Quach*  
BY N. QUACH

8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ORANGE-CENTRAL JUSTICE CENTER

10  
11 THE PEOPLE OF THE STATE OF CALIFORNIA,

12 Plaintiff,

13 vs.

14 CLOSET WORLD, INC.,

15 Defendant.

CASE NO.

ASSIGNED FOR ALL PURPOSES TO:

JUDGE MICHAEL BRENNER  
DEPT. C12

COMPLAINT FOR INJUNCTION,  
CIVIL PENALTIES, AND OTHER  
EQUITABLE RELIEF

16 The People of the State of California, by and through Tony Rackauckas, District Attorney,  
17 by Wendy Brough, Deputy District Attorney, for the County of Orange, allege:

18 **VENUE AND JURISDICTION**

19 1. Tony Rackauckas, as District Attorney of the County of Orange, acting to protect the  
20 public from unfair, unlawful or fraudulent business practices, and from untrue or misleading  
21 statements, brings this action in the public interest in the name of the People of the State of  
22 California and the County of Orange.

23 2. Plaintiff, by this action and pursuant to Business and Professions Code sections  
24 17200, 17203, and 17206 seeks to enjoin Defendant from engaging in unfair, fraudulent or unlawful  
25 business practices alleged herein and seeks to obtain civil penalties for the Defendant's violations  
26 of the above-mentioned statutes.

27 3. Defendant transacts business within the county of Orange, and elsewhere in the state  
28 of California. The violations of law hereinafter described have been carried out wholly or in part

COMPLAINT FOR INJUNCTION, CIVIL PENALTIES,  
AND OTHER EQUITABLE RELIEF

Exhibit 1



1 within said county of Orange and elsewhere in the state of California. The actions of Defendant, as  
 2 set out below, are in violation of the laws and public policies of the state of California and are  
 3 inimical to the rights and interests of the general public. Unless enjoined and restrained by an order  
 4 of the Court, Defendant may continue to engage in unlawful acts and courses of conduct set out  
 5 herein.

#### 6 **DEFENDANT**

7 4. Defendant Closet World, Inc., headquartered at 3860 Capitol Avenue, Whittier,  
 8 California 90601, manufactures and installs in consumers' homes various closest, cabinetry and  
 9 shelving.

10 5. Whenever reference is made in this Complaint to any representation, act, or  
 11 transaction of Defendant, said allegation shall be deemed to mean that the principals, officers,  
 12 directors, employees, agents, and representatives of said Defendant, while actively engaged within  
 13 the course and scope of their employment or agency, did or authorized such representations, acts,  
 14 or transactions on behalf of said Defendant.

#### 15 **FIRST CAUSE OF ACTION**

#### 16 **VIOLATIONS OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

#### 17 **(Acts of Unfair Competition)**

18 6. Plaintiff realleges and incorporates by reference paragraphs 1 through 5, inclusive,  
 19 as though set forth fully and at length herein.

20 7. Beginning at an exact date unknown to Plaintiff, but at least within the last four (4)  
 21 years preceding the filing of this Complaint, Defendant has engaged in certain acts of unlawful,  
 22 unfair, or fraudulent practices in violation of section 17200 of the Business and Professions Code,  
 23 including but not limited to the following:

24 A. Defendant made false or misleading representations to purchasers and/or  
 25 prospective purchasers that specific items were "on sale" for a limited time only when, in  
 26 fact, said items were "on sale" for periods longer than would be implied from Defendant's  
 27 advertisement.

28 B. Defendant made false or misleading representations concerning a reduced

1 selling price or percentage off a comparison price, including but not limited to, "list price,"  
2 or a "manufacturer's suggested retail price (MSRP)," of merchandise.

3 C. Defendant made false or misleading representations to consumers regarding  
4 comparison prices, including but not limited to, "list price," or a "manufacturer's suggested  
5 retail price (MSRP)," of merchandise which were fictitious or did not represent a price at  
6 which the merchandise had been offered for sale to the public.

7 D. Defendant placed in its contracts between Defendant and consumers, an  
8 exculpatory clause for release of liability for damage caused to consumers' homes by  
9 Defendant during product installation, that was insufficiently clear and conspicuous.

10 8. Defendant's acts of unfair competition as described above constitute patterns and  
11 practices central to the operation of Defendant's business. Unless enjoined by order of this Court,  
12 Defendants may continue to engage in such acts of unfair competition.

### 13 SECOND CAUSE OF ACTION

#### 14 VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17500

##### 15 (False or Misleading Statements)

16 9. Plaintiff realleges and incorporates by reference paragraphs 1 through 5, inclusive,  
17 as though set forth fully and at length herein.

18 10. Beginning at an exact date unknown to Plaintiff, but at least within the last three (3)  
19 years preceding the filing of this complaint, Defendant, with the intent to induce members of the  
20 California public to purchase its products, made or disseminated or caused to be made or  
21 disseminated within the county of Orange and elsewhere within the state of California, certain false  
22 or misleading statements which Defendant knew, or by exercise of reasonable care should have  
23 known, to be untrue or misleading within the meaning of section 17500 of the California Business  
24 and Professions Code, including, but not limited to, the following:

25 A. Defendant made false or misleading representations to purchasers and/or  
26 prospective purchasers that specific items were "on sale" for a limited time only when, in  
27 fact, said items were "on sale" for periods longer than would be implied from Defendant's  
28 advertisement.



1 B. Defendant made false or misleading representations concerning a reduced  
2 selling price or percentage off a comparison price, including but not limited to, "list price,"  
3 or a "manufacturer's suggested retail price (MSRP)," of merchandise.

4 C. Defendant made false or misleading representations to consumers regarding  
5 comparison prices, including but not limited to, "list price," or a "manufacturer's suggested  
6 retail price (MSRP)," of merchandise which were fictitious or did not represent a price at  
7 which the merchandise had been offered for sale to the public.

8 11. The representations and statements made by Defendant as set forth above were untrue  
9 or misleading when made, and were known, or should have been known, by Defendant to be untrue  
10 and misleading.

11 12. Unless enjoined by order of this Court, Defendants may continue to make such untrue  
12 or misleading statements.

13 **WHEREFORE, Plaintiff prays that:**

14 1. Defendant and its principals, employees, agents, representatives, successors and all  
15 persons, corporations or other entities acting under, by, through or on behalf of Defendant, or acting  
16 in concert or participation with or for Defendant with actual or constructive notice of the injunction,  
17 issued by this court, be temporarily, preliminarily, and thereafter permanently, restrained and  
18 enjoined from engaging in unfair business practices in violation of Business and Professions Code  
19 section 17200 and be specifically enjoined from engaging in the types of acts or practices set forth  
20 in the First Cause of Action.

21 2. Defendant and its principals, employees, agents, representatives, successors and all  
22 persons, corporations or other entities acting under, by, through or on behalf of Defendant, or acting  
23 in concert or participation with or for Defendant with actual or constructive notice of the injunction,  
24 issued by this court, be temporarily, preliminarily, and thereafter permanently, restrained and  
25 enjoined from making untrue or misleading statements in violation of Business and Professions Code  
26 section 17500 and be specifically enjoined from making the untrue or misleading statements set forth  
27 in the Second Cause of Action.

28 3. Pursuant to Business and Professions Code section 17206, Defendant be assessed a

1 civil penalty in an amount no less than Two Thousand Five Hundred Dollars (\$2,500) for each  
2 violation of Business and Professions Code section 17200 perpetrated by Defendant.

3 4. Pursuant to Business and Professions Code section 17536, Defendant be assessed a  
4 civil penalty in an amount no less than Two Thousand Five Hundred Dollars (\$2,500) for each  
5 violation of Business and Professions Code section 17500 perpetrated by Defendant.

6 5. That Plaintiff have such other and further relief as the nature of the case may require,  
7 and the Court deems appropriate to dissipate the false, misleading, unlawful, or unfair acts  
8 complained of herein.

9 6. Plaintiff recover its costs of litigation.

10 TONY RACKAUCKAS, DISTRICT ATTORNEY  
11 COUNTY OF ORANGE, STATE OF CALIFORNIA

12 DATED: June 27, 2000

13 BY: Wendy Brough  
14 WENDY BROUGH  
15 DEPUTY DISTRICT ATTORNEY  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



**FILED**

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

AUG 08 2000

ALAN SLATER, Clerk of the Court

BY C. RAMOS

Name, Address and Telephone Number of Attorney(s) or Party Without Attorney  
TONY RACKAUCKAS, DISTRICT ATTORNEY  
BY: WENDY BROUGH, DEPUTY DISTRICT ATTORNEY  
401 CIVIC CENTER DRIVE WEST, 4TH FLOOR  
SANTA ANA, CA. 92701

Attorney for:

Attorney Bar #

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE**

Petitioner/Plaintiff

CASE NUMBER

THE PEOPLE OF THE STATE OF CALIFORNIA  
vs.

00CC07660

CLOSET WORLD, INC.,

PROOF OF SERVICE

Respondent/Defendant

I, the undersigned, served the following documents (specify exact title of document(s) served):  
COMPLAINT FOR INJUNCTION, CIVIL PENALTIES, AND OTHER EQUITABLE RELIEF.  
INJUNCTION AND FINAL JUDGMENT PURSUANT TO STIPULATION

On the following party to the action:

1. Party Served (specify name of party as shown on the documents served) CLOSET WORLD, INC.,
2. Person served and title: FRANK MELKONIAN, PRESIDENT
3. Person with whom left; title or relationship to person served: FRANK MELKONIAN, PRESIDENT (HIMSELF)
4. Date and time of delivery: AUGUST 3, 2000 1044 HOURS
5. Mailing date; type of mail: \_\_\_\_\_
6. Address, city and state (when required, indicate whether address is home or business): \_\_\_\_\_  
3860 CAPITOL AVE., WHITTIER, CA. 90601

7. Manner of service: (Check appropriate box.)

- ☒ (Personal service) By handing a copy to the person served.
- ☐ (Substituted service on corporation, unincorporated association [including partnership], or public entity) By leaving, during usual office hours, copies in the office of the person served with the person who apparently was in charge and thereafter mailing (by first-class mail, postage prepaid) copies to the person served at the place where the copies were left. (CCP §415.20(a). Place of mailing: \_\_\_\_\_)
- ☐ (Substituted service on natural person, minor, incompetent, or candidate) By leaving copies at the dwelling house, usual place of abode, or usual place of business of the person served in the presence of a competent member of the household or a person apparently in charge of his/her office or place of business, at least 18 years of age, who was informed of the general nature of the papers, and thereafter mailing (by first-class mail, postage prepaid) copies to the person served at the place where the copies were left. (CCP §415.20(b). Attach separate declaration or affidavit stating acts relied on to establish reasonable diligence in first attempting personal service.) Place of mailing: \_\_\_\_\_

(Continued on Reverse)

- ☐ (Mail and acknowledgment service) By mailing (by first-class mail or airmail) copies to the person served, together with two copies of the form of notice and acknowledgment and a return envelope, postage prepaid, addressed to the sender. (CCP §415.30. Attach written acknowledgment of receipt.) Place of mailing: \_\_\_\_\_
- ☐ (Certified or registered mail service) By mailing to address outside California (by registered or certified airmail with return receipt requested) copies to the person served. (CCP §415.40. Attach signed return receipt or other evidence of actual delivery to the person served.) Place of mailing: \_\_\_\_\_
- ☐ (Other—CCP §413.10, 413.30, 417.10-417.30—Attach separate pages, if necessary): \_\_\_\_\_

At the time of service, I was at least 18 years of age and not a party to the action.

Fee for service \$ \_\_\_\_\_ Mileage \$ \_\_\_\_\_ Notary \$ \_\_\_\_\_, Total \$ \_\_\_\_\_

(To be completed in California by process server,  
other than a sheriff, marshal or constable\*)

☒ Not a registered California process server (CCP417.40).

☐ Registered: \_\_\_\_\_ County,

Number: \_\_\_\_\_

I declare under penalty of perjury under the laws of the  
State of California that the foregoing is true and correct.

(Type or print name, address and telephone no.)

SARAH DIXON, INVESTIGATIVE ASSISTANT  
401 CIVIC CENTER DRIVE WEST  
SANTA ANA, CA. 92701

Date: 08-07-2000

Signature: Sarah Dixon

(To be completed in California by  
sheriff, marshal or constable\*)

I certify that the foregoing is true and correct and that this  
certificate was executed on (insert date) \_\_\_\_\_,

at (insert place) \_\_\_\_\_, California.

(Type or print name, title, county and, when applicable,  
Municipal or Justice Court District)

Signature: \_\_\_\_\_

\* This declaration or certificate of service must be executed within California (CCP §2015.5). A proof of service executed outside California must be made by affidavit.

*Casablanca Design Center, Inc., v. Closets by Design, et al.*  
U.S. District Court for the Central District of California

# EXHIBIT

# 2



RECEIVED

ML

10 Appr fee due JUN 27 2000  
per T. Hoyle

ALAN SLATER, Clerk of the Court

1 TONY RACKAUCKAS, District Attorney  
County of Orange, State of California  
2 JAN C STURLA, Senior Assistant District Attorney  
ROBERT C GANNON, JR., Assistant District Attorney  
3 Consumer and Environmental Protection Unit  
BY WENDY BROUGH  
4 Deputy District Attorney  
401 Civic Center Drive  
Santa Ana, California 92701-92701-4575  
Telephone (714) 347-8706  
Facsimile (714) 796-0476

Attorneys for Plaintiff

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

JUN 28 2000

ALAN SLATER, Clerk of the Court

W. Koughan  
BY D KOUGHAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ORANGE-CENTRAL JUSTICE CENTER

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

vs

CLOSET WORLD, INC ,

Defendant.

CASE NO

00CC07660

JUDGE MICHAEL BRENNER  
DEPT C12

INJUNCTION AND FINAL  
JUDGMENT PURSUANT  
TO STIPULATION

IT IS HEREBY STIPULATED between the Plaintiff, the People of the State of California, by and through its attorneys Tony Rackauckas, District Attorney of the County of Orange, by Wendy Brough, Deputy District Attorney, and Defendant Closet World, Inc , through attorneys Kaye, Scholer, Fierman, Hays & Handler, LLP, by Aton Arbisser, and it appearing to the Court that the parties have stipulated and consented to the entry of Judgment without the taking of proof and without this Final Judgment constituting any admission by Defendant as to any issue of law or fact alleged in the Complaint; and the Court having considered the matter and the pleadings, and good cause appearing, therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

JURISDICTION

1 This Court has jurisdiction of the subject matter and the parties thereto.

APPLICABILITY

2 The injunctive provisions of this Judgment are applicable to Defendant Closet World,

JSTP

INJUNCTION AND FINAL JUDGMENT PURSUANT TO STIPULATION

1 Inc., and to all persons, corporations or other entities acting by, through, under or on behalf of said  
 2 Defendant, and to all persons, corporations, or other entities acting in concert with or participating  
 3 with said Defendant with actual or constructive knowledge of this Injunction and Final Judgment.

#### 4 INJUNCTION

5 3 Effective upon entry of this Judgment, Defendant Closet World, Inc., and all officers,  
 6 employees, representatives, persons, corporations or other entities acting by, through, under or on  
 7 behalf of said Defendant or any successor in interest or within the course and scope of their  
 8 employment by the Defendant or any successor in interest, are hereby permanently enjoined and  
 9 restrained under Business and Professions Code sections 17203 and 17535, in the county of Orange  
 10 and elsewhere in the state of California from violating Business and Professions Code sections  
 11 17200 and 17500, by any of, but not limited to, the following acts or practices:

12 A. Representing that the price of any product is reduced for a specified time  
 13 period unless the reduced price actually terminates at the end of the specified time period.

14 B. Representing any reduced selling price or percentage off unless it is accurate,  
 15 true and not misleading

16 C Representing to consumers a comparison price, including but not limited to,  
 17 "original price," "list price," or a "manufacturer's suggested retail price (MSRP)" of  
 18 merchandise which is fictitious or does not represent a price at which the merchandise has  
 19 been offered for sale to the public

20 D Including a release from liability clause in the form of paragraph 13 in Closet  
 21 World's current contract used between Closet World and consumers. If Closet World, Inc.,  
 22 chooses to include another exculpatory or release clause, or any waiver whatsoever of  
 23 liability, that clause shall be clear and conspicuous

24 1 The clause shall be in bold letters in type size at least two (2) points  
 25 larger size type than the rest of the document and shall be set apart in such a way as  
 26 to cause consumers to notice it

27 2. Closet World may not use the clause to deny legitimate consumer  
 28 claims against them for damage not covered by the waiver.



**COMPLIANCE**

4. For the purpose of securing compliance with the terms of this Injunction and Final Judgement, Defendant Closet World, Inc. shall make advertisements and other evidence as described in paragraph 5 available for inspection to the Orange County District Attorney's Office upon ten (10) days notice for a period of two (2) years.

5 In determining the accuracy of any comparison price such as MSRP, list or original price it is incumbent upon the Defendant to produce evidence to the Orange County District Attorney's Office upon ten (10) days notice for a period of two (2) years on these issues:

- A. The source of any higher price
- B. The period of time the product was offered for sale at the higher price.
- C. The number of sales of the product at the higher price
- D. Whether the product was openly and actively offered for sale by Closet World stores within the local trade area in California at the higher price
- E. The conditions of any sales at higher prices

**PENALTIES AND COSTS OF INVESTIGATION**

6 Upon entry of the Final Judgment, and pursuant to Business and Professions Code sections 17206 and 17536, Defendant Closet World, Inc., shall pay in civil penalties, restitution, and costs of investigation the sum of Eighty Thousand Three Hundred Sixty-nine Dollars (\$80,369), with disbursement as follows:

- A. Forty Thousand Dollars (\$40,000) as civil penalties; payment shall be in the form of a cashier's check or money order made payable to the County of Orange.
- B. Thirty Thousand Dollars (\$30,000) as reimbursement of costs of investigation, payment shall be in the form of a cashier's check or money order made payable to the County of Orange
- C. Ten Thousand Dollars (\$10,000) as restitution, as described in paragraph 8, below, payment shall be in the form of a cashier's check or money order made payable to the "Orange County Consumer Protection Prosecution Fund "
- D. Three Hundred Sixty-nine Dollars (\$369) as reimbursement of costs of

1 investigation; payment shall be in the form of a cashier's check or money order made payable  
2 to the Contractors State License Board.

3 7 Payments pursuant to this Judgment shall be mailed or delivered to the following  
4 address:

5 Orange County District Attorney's Office  
6 Wendy Brough, Deputy District Attorney  
7 Consumer and Environmental Protection Unit  
8 401 Civic Center Drive  
9 Santa Ana, California 92701

10 **ORANGE COUNTY DISTRICT ATTORNEY'S PROSECUTION TRUST FUND**

11 8 *Cy pres* restitution will be held in the trust solely for the purpose of investigating and  
12 prosecuting consumer protection actions (whether civil or criminal) brought by the Orange County  
13 District Attorney's Office under the guidelines set forth in *State of California v Levi Strauss and Co*  
14 41 Cal 3d 460 (1986) and *People v ITT Consumer Financial Corporation* (Alameda County  
15 Superior Court No. 656038-0)

16 A The money shall be placed into a *cy pres* trust fund entitled "Orange County  
17 Consumer Protection Prosecution Fund " The provisions of this judgment shall exclusively  
18 govern the disbursement from the trust fund Additional funds may be donated or  
19 contributed to the "Orange County Consumer Protection Prosecution Fund."

20 B The types of expenditures that may be made from the fund include, but are  
21 not limited to, the following

22 1 Purchasing equipment for use by attorneys, investigators, and support  
23 staff, including but not limited to computers, software, optical scanners, copying  
24 machines, books, reference materials, furniture, photographic equipment, audio and  
25 video equipment, surveillance equipment, and printers.

26 2. Establishing and maintaining a computerized database and modems

27 3 Providing funds for consultants, experts, witnesses, litigation  
28 expenses, and evidence testing.



- 4 Providing funds for undercover operations and investigation expenses
- 5 Providing funds for training and necessary travel for attorneys,  
investigators, and support staff
- 6 Providing funds for training for members of law enforcement and  
regulatory agencies in Orange County
- 7 Providing funds for equipment used for the purpose of collecting,  
storing and testing evidentiary materials.
8. Providing funds for research studies and statistical analysis

C. The trust fund shall be administered by three trustees consisting of the Chief Assistant District Attorney, the Assistant District Attorney in charge of Special Operations, and the Chief Investigator, Bureau of Investigation, Orange County District Attorney's Office or their delegates

#### **JURISDICTION RETAINED**

9 Jurisdiction is retained for the purpose of enabling any party to this Injunction and Final Judgment to apply to the Court at any time for such further order and directions as may be necessary and appropriate for the construction of or the carrying out of this Injunction and Final Judgment, for the enforcement of compliance therewith, and for punishment of violations thereof

#### **STIPULATION AND JUDGMENT**

10. Plaintiff, the People of the State of California, through their attorney, Tony Rackauckas, District Attorney for the County of Orange, by Wendy Brough, Deputy District Attorney, and Defendants Closet World, Inc., through attorneys Kaye, Scholer, Fierman, Hays & Handler, LLP, by Aton Arbisser, hereby stipulate and agree that Judgment may be entered in this case in accordance with the Injunction and Final Judgment herein above set forth and incorporated at this point as if set out in full

TONY RACKAUCKAS, DISTRICT ATTORNEY  
COUNTY OF ORANGE, STATE OF CALIFORNIA

DATED: 6/27/00

BY: Wendy Brough

WENDY BROUGH  
DEPUTY DISTRICT ATTORNEY

1 **People v. Closet World, Inc.**  
2 **Injunction and Final Judgment Pursuant to Stipulation**

3 **Signatures, continued.**

4 DEFENDANT  
5 CLOSET WORLD, INC

6 DATED 6/20/00

7 BY: Frank Melkonian  
8 FRANK MELKONIAN, on behalf of Closet  
9 World, Inc.

10 KAYE, SCHOLER, FIERMAN, HAYS &  
11 HANDLER, LLP  
12 Attorneys for Defendants

13 DATED June 12, 2000

14 By: Atton Arbisser  
15 ATON ARBISSER

16 **EFFECT AND ENTRY**

17 11 The Clerk is ordered to enter this Injunction and Final Judgment

18 JUN 28 2000

19 DATED: \_\_\_\_\_

20 Michael Brennech  
21 JUDGE OF THE SUPERIOR COURT

22 MICHAEL BRENNETH  
23  
24  
25  
26  
27  
28

*Casablanca Design Center, Inc., v. Closets by Design, et al.*  
U.S. District Court for the Central District of California

# EXHIBIT

# 3





*Casablanca Design Center, Inc., v. Closets by Design, et al.*  
U.S. District Court for the Central District of California

# EXHIBIT

# 4





[FAQ](#)

# Ads transparency for a safe and open internet

Find active ads published through Google

Any time ▾

Shown in the United States ▾

All formats ▾


closetworld.com

All topics ▾

Search by advertiser or website name

Sorting by most recent

**Sponsored**


 Closet World  
www.closetworld.com/

**Get Better Custom Closets**

Need Advice Creating Space In Your Home? Closets World Can Help. Don't Settle for Less

Closets By Design, Inc.

**Sponsored**

 Closet World  
www.closetworld.com/custom/pantry

**Closet World Custom Pantry - 50% Off Sale**

Design Your Custom Pantry. Sign Up to Schedule a

**Exhibit 4**



Closets By Design, Inc.



Beautiful Custom Closets | We Design Custom Closets. Sign Up to Schedule a Free In-Home Consultation Today!

Ad • Closet World

Closets By Design, Inc.

Closets By Design, Inc.

Sponsored



Closet World  
www.closetworld.com/

**Closet World**

We Design, Build & Install Beautiful Custom Closets & Cabinets. You Dream It, We Build It!

Closets By Design, Inc.

Sponsored



Closet World  
www.closetworld.com/custom/closets

**Closet World Custom Closets - 50% Off Sale**

We Design Custom Closets. Sign Up to Schedule a Free Consultation Today. Special Financing Available. Get a Professionally Designed Custom Closet Today.

Closets By Design, Inc.

Exhibit 4



Sponsored



Closet World  
www.closetworld.com/custom/closets

## Closet World Custom Closets - 50% Off Sale

We Design Custom Closets. Sign Up to Schedule a Free Consultation Today. Special Financing Available. We Work With Any Budget.

Closets By Design, Inc.

Sponsored



Closet World  
www.closetworld.com/

## Closet World

We Design, Build & Install Custom Closets & Organizers.

Closets By Design, Inc.

Sponsored



Closet World  
www.closetworld.com/

## Closet World

We Design, Build & Install Beautiful Closet Sliding Doors. You Dream It, We Build It!

Closets By Design, Inc.



Exhibit 4



Get Organized



50% Off Plus Free Installation with Any Complete System Purchase.



Closets By Design, Inc.

Sponsored



Closet World  
[www.closetworld.com/custom/closets](http://www.closetworld.com/custom/closets)

**Closet World Custom Closets - 50% Off Sale**

We Design Custom Closets. Schedule a Free In-Home Consultation with a Design Expert Today! Request a Free Quote Now. Contact Us About Our Special Financing Plan. Limited Time Offer

Closets By Design, Inc.

Sponsored



Closet World  
[www.closetworld.com/home-office/built-ins](http://www.closetworld.com/home-office/built-ins)

**Closet World Home Office - 50% Off Sale**

Custom High Quality Office Cabinets. Schedule a Free In-Office Evaluation Today! Contact Us About Our Special Financing Plan. We Work with Any Budget.

Closets By Design, Inc.

Sponsored



Closet World  
[www.closetworld.com/](http://www.closetworld.com/)

**Closet World**

We Design, Build & Install Custom Closets & Organizers.

**Sponsored**

closetworld.com  
www.closetworld.com/

**50% Off Sale - Garage System  
Pleasanton**

Don't Make These Garage Organizing Mistakes. Ditch the Clutter! Schedule Your Designer. Schedule Your Free In Home Consultation Today. Special Financing Available. High Quality Materials.

Closets By Design, Inc.

**Sponsored**

Closet World  
www.closetworld.com/custom/closets

**Closet World - 50% Off Sale**

Custom Expertly Crafted Closet Systems. Schedule a Free In Home Evaluation Today Find Great Design Ideas You'll Love. Contact Us Today! We Work With Any Budget.

Closets By Design, Inc.

**Sponsored**

Closet World  
www.closetworld.com/murphy+beds/custom

**Closet World Murphy Beds - 50% Off +  
Free Installation**

Custom Designed Murphy Beds. Schedule a Free In-Home Evaluation Today! Limited Time Offer. Request a Free Quote Today

Closets By Design, Inc.



### Closets Glendale - Closet World

Don't Make These Closet Organizing Mistakes. Ditch the Clutter & Optimize Your Life Schedule Your Free In Home Consultation Today. 12 Month Free Financing Available. Request Free Consultation. Call Today. Schedule an Appointment.

Closets By Design, Inc.

#### Sponsored



www.closetworld.com/

### Closet World®

We Design, Build & Install Custom Closets & Organizers.

Closets By Design, Inc.

#### Sponsored



closetworld.com  
www.closetworld.com/

### Closet World Laundry Cabinets - 50% Off Sale

We Design Laundry Rooms. Sign Up to Schedule a Free In-Home Consultation Today! Contact Us About Special Financing. We Work with Any Budget. Request a Free Quote Today. Talk to a Specialist.

Closets By Design, Inc.

#### Sponsored



www.closetworld.com/pantry/solutions

### Closet World Pantry Solutions - 50% Off + Free Installation

Free In Home Consultation. Custom Pantry Cabinets

**Exhibit 4**



Closets By Design, Inc.

**Sponsored**



Closet World  
www.closetworld.com/

**Closet World**

We Design, Build & Install Custom Wall Beds, & Murphy  
Bed Systems

Closets By Design, Inc.

**Sponsored**



Closet World  
www.closetworld.com/custom/closets

**Closet World Closet Organizers - 50%  
Off Sale**

Free In Home Consultation. Custom Designed Closets,  
Professional Installation. Ask Us About Our Special  
Financing Offer. We Work With Any Budget. Schedule  
an Appointment. Call Today.

Closets By Design, Inc.

**Sponsored**



Closet World  
www.closetworld.com/

**Closet World**

We Design, Build & Install Custom Closets &  
Organizers.

Closets By Design, Inc.



**Sponsored**

Closet World  
www.closetworld.com/

**Closet World Custom Doors - 50% Off  
+ Free Installation**

Get the Best Closet System Custom Designed and Built  
for You. Free In-Home Consultation. Over 40 Years of  
Excellent Quality Designs. We Work with...

Closets By Design, Inc.

**Sponsored**

closetworld.com  
www.closetworld.com/

**50% Off Sale - Closets Los Angeles**

Don't Make These Closet Organizing Mistakes. Ditch  
the Clutter & Optimize Your Life Schedule Your Free In  
Home Consultation Today. 12 Month Free Financing  
Available. Free Installation. Garage Shelving. Garage  
Systems.

Closets By Design, Inc.

**Sponsored**

Closet World  
www.closetworld.com/closet/mirrors

**Closet World Mirror Designs - 50% Off  
Sale**

Free In Home Consultation. Custom Closet Mirrors. Any  
Size & Style. Contact Us About Special Financing. We  
Work with Any Budget. Request a Free Quote Today!

Closets By Design, Inc.

**Sponsored**

Closet World  
www.closetworld.com/

Closet World

Exhibit 4



Closets By Design, Inc.

Sponsored



Closet World  
[www.closetworld.com/garage/cabinets](http://www.closetworld.com/garage/cabinets)

### Closet World Garage Cabinets - 50% Off Sale

Custom Garage Cabinet & Closet Design. Schedule a Free In-Home Evaluation Today! Limited Time Offer. Talk to an Garage Cabinet Designer. Request a Free Quote Today.

Closets By Design, Inc.

Sponsored



Closet World  
[www.closetworld.com/](http://www.closetworld.com/)

### Closet World

We Design, Build & Install Custom Closets & Organizers at Factory Prices.

Closets By Design, Inc.

Sponsored



[www.closetworld.com/garage/remodel](http://www.closetworld.com/garage/remodel)

### Closet World Garage Systems - 50% Off + Free Installation

Free In Home Consultation. Custom Garage Cabinets & Storage Systems. Get Started Today. Contact Us About Special Financing. We Work with Any Budget. Request a Free Quote Today

Exhibit 4



**Sponsored**



www.closetworld.com/

**Closet World**

We Design, Build & Install Custom Laundry Cabinets,  
Closets & Organizers.

Closets By Design, Inc.

**Sponsored**



Closet World  
www.closetworld.com/

**Closet World**

We Design, Build & Install Custom Closets &  
Organizers.

Closets By Design, Inc.

**Sponsored**



Closet World  
www.closetworld.com/

**Closet World**

We Design, Build & Install Beautiful Custom Closets &  
Cabinets. You Dream It, We Build It!

Closets By Design, Inc.

**Sponsored**

**Exhibit 4**



We Design, Build & Install Custom Closets & Organizers.

Closets By Design, Inc.

**Sponsored**



www.closetworld.com/

**Closet World**

We Design, Build & Install Custom Closets & Organizers.

Closets By Design, Inc.

**Sponsored**



Closet World  
www.closetworld.com/

**Closet World**

We Design, Build & Install Custom Closets & Organizers.

Closets By Design, Inc.

**Sponsored**



www.closetworld.com/

**Closet World**

We Design, Build & Install Affordably Priced Custom Closets. Contact Us for Pricing Today!

**Exhibit 4**



Closets By Design, Inc.

**Sponsored**



Closet World  
[www.closetworld.com/custom/closets](http://www.closetworld.com/custom/closets)

**Closet World Custom Closets - 50%  
Off + Free Installation**

Don't Overpay for Closets. We Work with Any Budget.  
Limited Time Offer. Request a Free Quote Today

Closets By Design, Inc.

**Sponsored**



Closet World  
[www.closetworld.com/custom/closets](http://www.closetworld.com/custom/closets)

**Closet World® Custom Closets - 50%  
Off Plus Free Installation**

We Design Custom Closets. Schedule a Free In-Home  
Consultation with a Design Expert Today! Request a  
Free Quote Now. Contact Us About Our Special

Closets By Design, Inc.

**Sponsored**



Closet World  
[www.closetworld.com/custom/mudroom](http://www.closetworld.com/custom/mudroom)

**Closet World Custom Mudrooms - 50%  
Off + Free Installation**

Design Your Mudroom. Cabinets, Shelving & More.  
Free In-Home Consultation Today Limited Time Offer.  
Request a Free Quote Today

Closets By Design, Inc.

*Casablanca Design Center, Inc., v. Closets by Design, et al.*  
U.S. District Court for the Central District of California

# EXHIBIT

# 5



Search Here

OWN A FRANCHISE

FRANÇAIS

CHOOSE A LOCATION NEAR YOU

ClosetsbyDesign

Follow us:

INTERNET OFFER: 40+15% Off. Free Installation Click here to learn more.

LET'S GET STARTED

1-800-500-9210

HOME

CLOSETS

GARAGES

HOME OFFICES

WALLBEDS

MEDIA CENTERS

LAUNDRY ROOMS

PANTRIES

HOBBY ROOMS

LOCATIONS

HOME > LOCATIONS

Atlanta GA

Austin TX

Barrie ON

Boston MA

Central Alabama

Central Iowa

Central New Jersey

Central Virginia

Charlotte NC

Chicago North Suburbs

Chicago West and South Suburbs

Chicago IL

Cincinnati OH

Cleveland OH

Coastal South Carolina

Columbus OH

West Connecticut

Dallas TX

Delaware

Denver CO

Chicago IL

East Michigan

Fort Myers FL

Fresno CA

Houston TX

Houston South TX

Indianapolis IN

Jacksonville FL

Kansas City KS

Long Island NY

Louisville KY

Miami FL

West Michigan

Milwaukee WI

Minneapolis MN

Nashville TN

New Orleans LA

Niagara ON

North New Jersey

Northern CA

Orlando FL

Palm Beach FL

Pensacola FL

Phoenix AZ

Pittsburgh, PA

Portland, OR

Raleigh NC

Reno NV

Salt Lake City UT

Seattle North WA

SE Pennsylvania

Southeast FL

Southern CA

Spartanburg SC

St. Louis MO

Tacoma/Seattle WA

Tampa FL

Toronto ON

Vancouver BC

Washington DC

GET STARTED

NEED TO KNOW MORE

VIEW THE CATALOGS

JOIN OUR EMAIL LIST

ENTER YOUR NAME

ENTER YOUR EMAIL

SUBSCRIBE

ClosetsbyDesign

OUR COMPANY

ABOUT US

FRANCHISE OPPORTUNITIES

CBD BLOG

LOCATIONS

PRIVACY POLICY

CAREER OPPORTUNITIES

CA PRIVACY POLICY

CONNECT WITH US

YOUTUBE

FIND US ON FACEBOOK

FOLLOW US ON TWITTER

FOLLOW US ON INSTAGRAM

Atlanta GA | Austin TX | Barrie ON | Boston MA | Central Alabama | Central Iowa | Central New Jersey | Central Virginia | Charlotte NC | Chicago North and West Suburbs | Chicago West and South Suburbs | Chicago IL | Cincinnati OH | Cleveland OH | Coastal South Carolina | Columbus OH | West Connecticut | Dallas TX | Delaware | Denver CO | East Michigan | Fort Myers FL | Fresno CA | Houston TX | Houston South TX | Indianapolis IN | Jacksonville FL | Kansas City KS | Long Island NY | Louisville KY | Miami FL | West Michigan | Milwaukee WI | Minneapolis MN | Nashville TN | New Orleans LA | Niagara ON | North New Jersey | Northern CA | Orlando FL | Palm Beach FL | Pensacola FL | Phoenix AZ | Pittsburgh, PA | Portland OR | Raleigh NC | Reno NV | Salt Lake City UT | Seattle North WA | SE Pennsylvania | Southeast Florida | Southern CA | Spartanburg SC | St. Louis MO | Tacoma/Seattle WA | Tampa FL | Toronto ON | Vancouver BC | Washington DC |

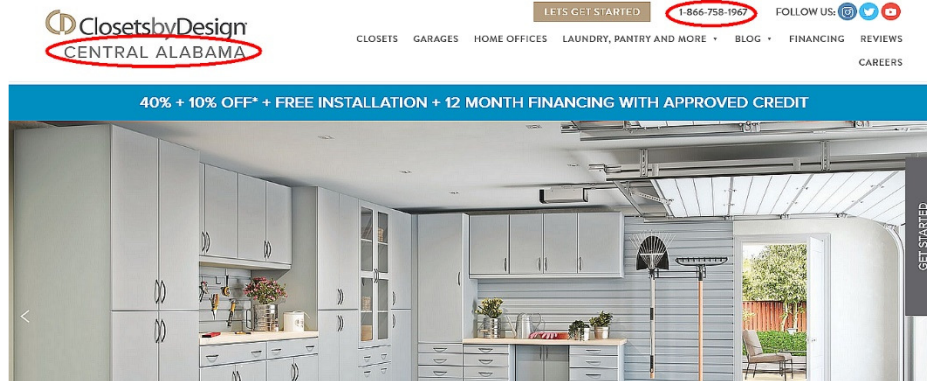
© 2022 All Rights Reserved. | Closets by Design®, Inc.

*Casablanca Design Center, Inc., v. Closets by Design, et al.*  
U.S. District Court for the Central District of California

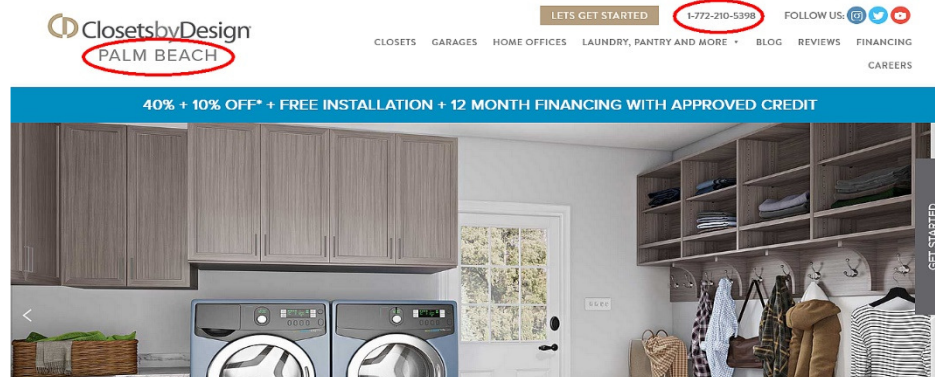
# EXHIBIT

# 6

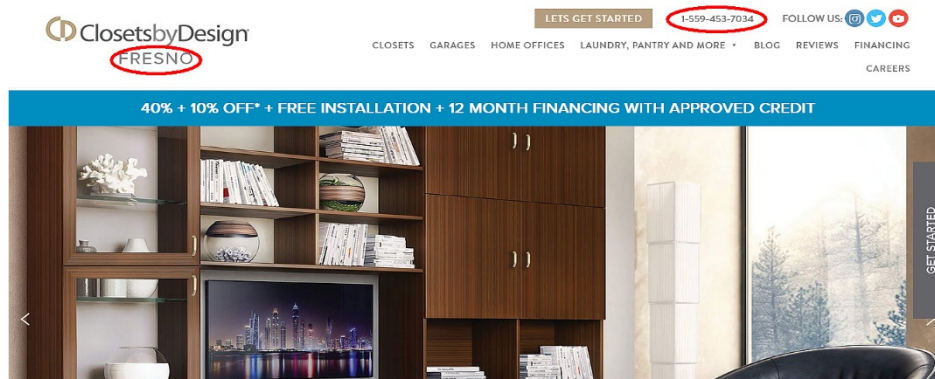
## Screenshots of Some of Closet by Design's Franchisee's Promotional Page



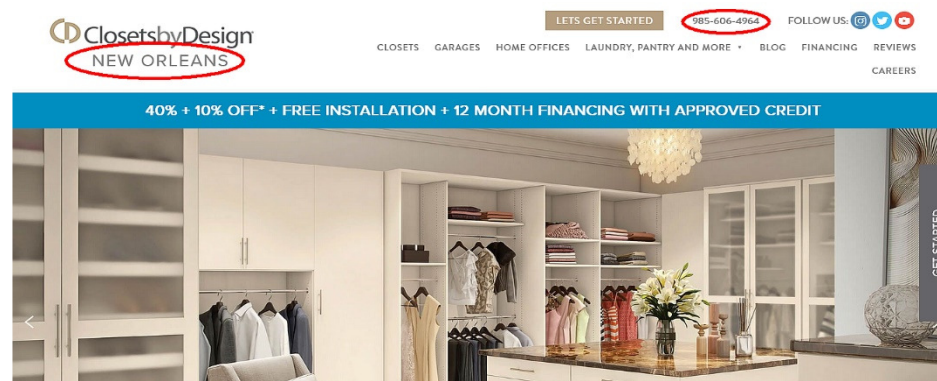
<https://centralalabama.closetsbydesign.com/>



<https://palmbeach.closetsbydesign.com/>



<https://fresno.closetsbydesign.com/>



<https://neworleans.closetsbydesign.com/>

*Casablanca Design Center, Inc., v. Closets by Design, et al.*  
U.S. District Court for the Central District of California

# EXHIBIT

# 7

MAGNET



## Choose your Custom Closet

<b>Everyday</b> COLLECTION	Includes 3/4" straight edge panels, shelves and half overlay flat face doors and drawers.	3380	- 40%	2025
<b>Classic</b> COLLECTION	Includes 3/4" straight edge panels and soft edge shelves. Half overlay doors and drawers with flat face and soft edge.			(162)
<b>Regency</b> COLLECTION	Includes 1 1/8" straight edge panels and 3/4" soft edge shelves. Half overlay door and drawers with flat face and soft edge.			

## Premium Collection

<b>Brio</b> Collection	Includes 3/4" straight edge panels, shelves and half overlay Deco doors and drawers.			
<input type="checkbox"/> Deco - 100, 200, 300, 400 Series		<input type="checkbox"/> Deco - 500 and Shaker 600		

## Choose your Custom Options

Solid Color Melamine	<input type="checkbox"/>			- 40%	
Woodgrain Melamine	<input type="checkbox"/>				
Backing	<input type="checkbox"/>				
Brio Backing	<input type="checkbox"/>				
Deco	<input type="checkbox"/>				
Deco	<input type="checkbox"/>				
Molding Package	<input type="checkbox"/>				
Molding Top or Bottom	<input type="checkbox"/>	300 SOFT CLOSE			216
Smooth "Soft Close" Slides	<input checked="" type="checkbox"/>	541 N/BR			326
Accent Top Shelf	<input type="checkbox"/>	232			(139)
Premium Options	<input type="checkbox"/>	Available for Classic and Regency only. Inset doors and drawers. Soft edge panels and shelves. Includes Accent Top Shelf Shelves inset 1". 12" panels up-grade to 13" deep.			

## Accessories

JEWELRY DRAWER	295 EA - 590			
TEAR OUT		(LABOR)		- 435 -
② LOCKS - GIFT				

Custom Designed for JENNIFER KNUT Client# 155224

Your Closets by Design Designer

My Manager

Notes/Follow up

(800) 293-3744





SON

## Choose your Custom Closet

<b>Everyday</b> COLLECTION	Includes 3/4" straight edge panels, shelves and half overlay flat face doors and drawers.	2870	-40%	1
<b>Classic</b> COLLECTION	Includes 3/4" straight edge panels and soft edge shelves. Half overlay doors and drawers with flat face and soft edge.			138
<b>Regency</b> COLLECTION	Includes 1 1/8" straight edge panels and 3/4" soft edge shelves. Half overlay door and drawers with flat face and soft edge.			

## Premium Collection

<b>Brio</b> Collection	Includes 3/4" straight edge panels, shelves and half overlay Deco doors and drawers.			
<input type="checkbox"/> Deco - 100, 200, 300, 400 Series		<input type="checkbox"/> Deco - 500 and Shaker 600		

## Choose your Custom Options

Solid Color Melamine	<input type="checkbox"/>			-40%	
Woodgrain Melamine	<input type="checkbox"/>				
Backing	<input type="checkbox"/>				
Brio Backing	<input type="checkbox"/>				
Deco	<input type="checkbox"/>				
Deco	<input type="checkbox"/>				
Molding Package	<input type="checkbox"/>				
Molding Top or Bottom	<input type="checkbox"/>	180	80		108
Smooth "Soft Close" Slides	<input checked="" type="checkbox"/>	272	BB		763
Accent Top Shelf	<input checked="" type="checkbox"/>	116			70
Premium Options	<input type="checkbox"/> Available for Classic and Regency only. Inset doors and drawers. Soft edge panels and shelves. Includes Accent Top Shelf Shelves inset 1". 12" panels up-grade to 13" deep.				

## Accessories

BATH CABINET	847	-40%	508
		+2	
	40%		1016

Custom Designed for JENNIFER KNUT Client# 155224  
 Your Closets by Design Designer \_\_\_\_\_  
 My Manager \_\_\_\_\_  
 Notes/Follow up \_\_\_\_\_

**Closets  
byDesign**

(800) 293-3744

Exhibit 7



W. A. R. N.

Page 1 of 1

☒ EVERYDAY    ☐ CLASSIC  
☐ OFFICE    ☐ INFINITY  
☐ ENT. CENTER    ☐ GARAGE

Other: \_\_\_\_\_

NAME

JENNIFER GREVILE

**Client #:**

17CCS

LOCATION: MRS. BAKER, SON, BAH

Floor	Height
<input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2	29"

Elev.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Realtor	7-2-11
-------	---	---------	--------

Depth:	24
Wall Type:	

☒ Dry ☐ Wet ☐ Concrete

☐ Plaster

Floor Type:	4.5	HRW:	
-------------	-----	------	--

Baseboard: ☒ Yes ☐ No **LRW:**

Door Opening:	006
Closet Tear Out:	

None ☐ Minor ☒ Major ☐

Std. <input type="checkbox"/> Major <input type="checkbox"/>	Door type.
--	------------

**Material:** ☐ Mel ☐ Veneer ☐ MDF

☐ Vinyl ☐ Other

<input type="checkbox"/> vinyl	<input type="checkbox"/> Outer	
--------------------------------	--------------------------------	--

Material Color:	Edge Color:
-----------------	-------------

[illegible]Special Order: ☐ Yes ☐ No

Remarks:	Obstacles

**Elec.** ☒ Yes ☐ No

Plumb. ☐ Yes ☐ No

Safe ☒ Yes ☐ No

Other ☐ Yes ☐ No

10

Brace	Hardware	Other

brass	chromium	outer
-------	----------	-------

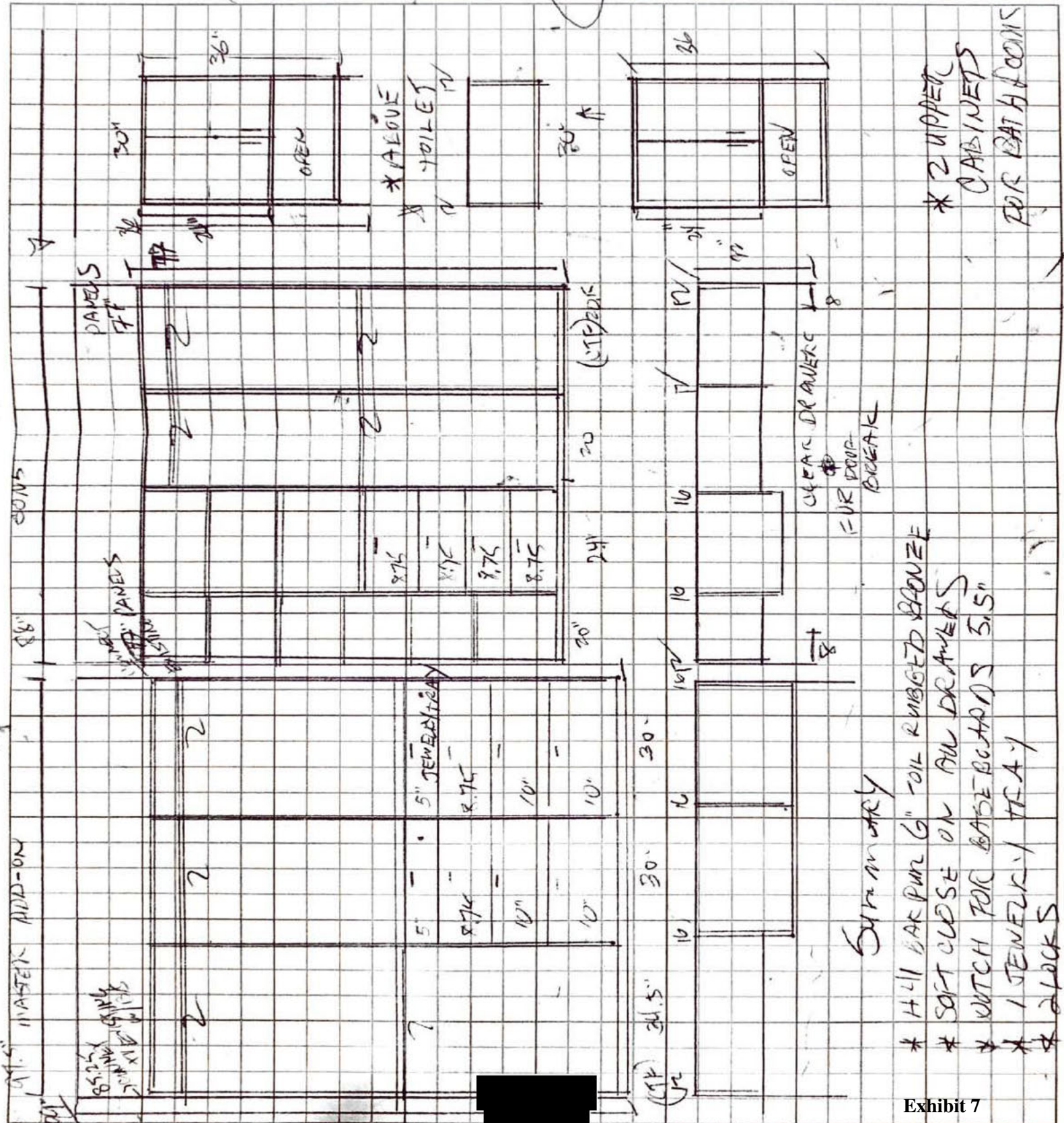
**Bid Date:** \_\_\_\_\_ **Install Date:** \_\_\_\_\_

5

Client X 

Contractors License CA #794616

100






**ClosetsbyDesign**
**Closets By Design, Inc.**

 3850 Capitol Ave.  
 Whittier, CA 90601  
 800-293-3744 Cont. Lic. # 794616  
 800-407-4704 Cust. Serv. & Install.

Client No:

155224

Delivery and Installation Date:

11/16/17

Project Schedule:

Approx Start Date:

Approx. Completion Date:

FOR OFFICE USE

Date	Payment Amount	Reference	By

 Client Name: TENNIS LUT GREVLE

Address: [REDACTED]

 City: [REDACTED] State: A. Zip: [REDACTED]

 Phone: H [REDACTED] W [REDACTED]  
 Cell [REDACTED] Fax [REDACTED]

 Thomas Directions:  
 Guide

Book Page Section

 Please make checks payable to: **Closets By Design**

 Total Agreed Price \$ 4900.00

 Deposit \$ 1960.00 ☐ Cash ☐ Check ☐ C.C.

 1st Payment \$ 1960.00 ☐ Cash ☐ Check ☐ C.C.

Deposit &amp; 1st Payment CREDIT CARD NUMBER Exp. Date Check #

 Final Payment \$ ☐ Cash ☐ Check ☐ C.C.

Due on delivery and installation

I authorize Closets By Design to charge my final payment to the same credit card above upon delivery date or to charge it to the card listed below

Balance CREDIT CARD NUMBER if different from above Exp. Date

 FOR 3<sup>rd</sup> PARTY FINANCING ON APPROVED CREDIT ONLY

I promise to pay to Seller or its Assignees the Unpaid Balance of Cash Price shown above plus Finance Charges and all other charges due thereon (the deferred payment price) instead of the Cash Price and grant and confirm a security interest in the goods shown to secure the balance of the Cash Price, subject to and in accordance with all terms and conditions of the Revolving Charge Agreement with Seller which establishes the Account under which this purchase is made, even if I am not a party to that Agreement.

**ACCEPTANCE:** I the undersigned acknowledge that I have read and understood the terms of this Sales Agreement and Conditions on the reverse side. This is a legal and binding agreement, not an estimate.

 Initials Received Pre-Installation Guidelines,  
 Design Review and Acceptance Check List,  
 Custom Designs and Pre-Contractual Disclosure

X PURCHASER, APPROVED AND ACCEPTED DATE

X DESIGNER, CLOSETS BY DESIGN DATE

WHITE-Office YELLOW-Designer PINK-Client

HO 12-8-2003 CBD F1MC

Job Description:

CLASSIC MASTER  
 WHITE MELANIE  
 ADD TO EXISTING  
 12" 16" x DRAWERS-RIGHT  
 WALL ONLY  
 1) SONS CLOSET CLASSIC  
 WHITE MELANIE 12" 16"  
 PAPER SHELVES 4 DRAWERS  
 2) UPPER BATH ROOM  
 CABINETS - CLASSIC  
 Accessories WHT. MELANIE  
 w/ DOORS -  
 1 TENNY DR AWER  
 SOFT CLOSE ON ALL DRAWERS  
 \*NOTES FOR 10A-DS-5"  
 16" H/HI BAR PULLS - OIL  
 \*PULLS ENOUGH  
 2 LOCKS AND DISCOUNTS  
 1-7-17

Backing:

☐ YES, I agree to pay for it ☒ NO, I prefer not to have backing

YOU, THE BUYER HAVE THE RIGHT TO REQUIRE THE CONTRACTOR TO HAVE A PAYMENT AND PERFORMANCE BOND. A COPY OF CLOSET BY DESIGN, INC'S PAYMENT AND PERFORMANCE BOND ISSUED BY HCC SURETY GROUP, 9841 AIRPORT BLVD., LOS ANGELES, CA 90045 IS ON FILE WITH THE REGISTRAR OF CONTRACTORS.

**YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**



# DELIVERY RECEIPT

CLOSETS BY DESIGN  
3850 CAPITOL AVE  
WHITTIER, CA 90601  
PHONE: (310) 965-2000

CLIENT #: CB155224.0  
DELIVERY DATE: 11/16/2017

CLIENT:-----	DESIGNER NAME:
IGREVLE, JENNIFER	COOPER SCHWARTZ, SHELLY
[REDACTED]	METHOD OF FINAL PAYMENT: FINANCE
HOME PHONE: (213) [REDACTED]	TERMS: COD
WORK PHONE: [REDACTED]	CONTRACT AMOUNT: \$ 4,900.00
	DEPOSIT(S) : \$ 2,450.00
	BALANCE DUE : \$ 2,450.00

INSTALLER NAME: Jose Garcia GROUP/VAN #: IGD/ 63  
HELPER NAME : Oscar A  
\_X\_ : INSTALLATION JOB \_\_\_ : JOB CONTINUATION  
JOB COMPLETE: \_\_\_YES\_\_\_NO JOB CLEAN: \_\_\_YES\_\_\_NO SPLIT JOB: \_\_\_YES\_\_\_NO

IF JOB CONTINUATION NEEDED DESCRIBE WHAT IS NEEDED

1 Drawer 24 x 14 x 8 3/4 soft close slide  
2 CABINET 10 x 26 x 30 white  
D H W

\* THANK YOU FOR SELECTING CLOSETS BY D.  
\*\* PLEASE DIRECT ALL INQUIRIES IN REFERENCE TO OUR LIMITED SEVEN YEAR WARRANTY TO OUR CUSTOMER SERVICE DEPARTMENT AT (310) 965-2000.  
\*\*\* YOUR WARRANTY CERTIFICATE WILL BE SENT TO YOUR EMAIL ADDRESS BELOW.

CLIENT SATISFIED WITH DELIVERED PRODUCT (PLEASE INITIAL): \_\_\_\_\_

CREDIT CARD #: \_\_\_\_\_ EXP DATE: \_\_\_\_\_

NAME ON CARD : \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

TIME OF ARRIVAL : \_\_\_\_\_ I/WE ACKNOWLEDGE RECEIPT OF ALL GOODS AND SERVICES DESCRIBED IN OUR SALES AGREEMENT, AND IN GOOD CONDITION.

TIME OF DEPARTURE : \_\_\_\_\_ RECEIVED BY: \_\_\_\_\_  
TOTAL WORKING HOURS: \_\_\_\_\_ DATE: 11/16/17

JOB CONTINUATION DATE: 11/22/17 MON \_\_\_ TUE \_\_\_ WED \_\_\_ THU \_\_\_ FRI \_\_\_ SAT \_\_\_ AM \_\_\_ PM \_\_\_

EMAIL ADDRESS: [REDACTED]@gmail.com  
(WE DO NOT SELL OUR CUSTOMER EMAIL ADDRESS)

*Casablanca Design Center, Inc., v. Closets by Design, et al.*  
U.S. District Court for the Central District of California

# EXHIBIT

# 8



Case 2:19-cv-03881-JFW-AS Document 22-1 Filed 06/26/19 Page 5 of 31 Page ID #:184

Bedroom Closet



# Imagine your home, totally organized!

Garage Cabinets



**12 Month Free Financing** **0% APR** See other side for details

## 40% Off

**Free Installation and Delivery**

See other side for details.

Custom Closets • Garage Cabinets  
Home Office • Pantries • Laundries  
Wall Beds • Wall Units • Hobby Rooms  
Garage Flooring and more...

Call now for a free in home design  
consultation and estimate

**1-888-500-9205** 

[www.closetsbydesign.com](http://www.closetsbydesign.com) Follow us   

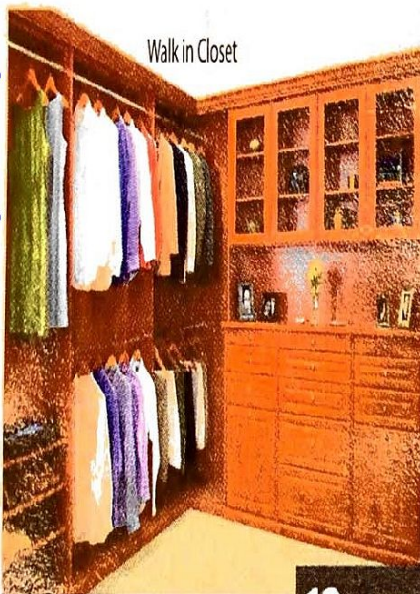
 **Closets  
byDesign**

©VPDMS, Inc., 3061122712

EXHIBIT 2  
PAGE 48



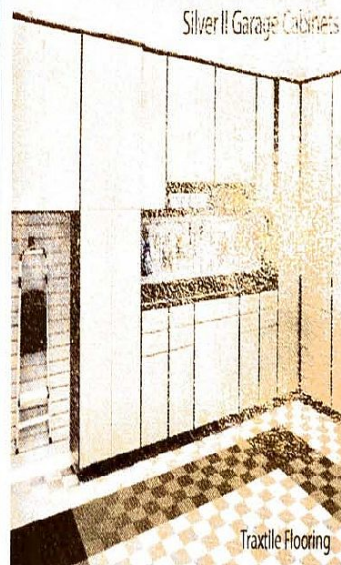
# Closets, Garages, Offices, Pantries, Laundries, Wall Beds, Wall Units, Hobby Rooms, Garage Flooring and more...



Walk in Closet

**40% Off**  
Plus Free  
Installation  
and Delivery

40% off any order of \$1000 or more, 30% off any order of \$700 or more. On any Closet, Garage or Home Office. Take an additional 15% off for the holiday season on any complete system order. Not valid with any other offer. Free installation with any complete unit order of \$500 or more. With incoming order at time of purchase only. Expires in 30 days.



Silver II Garage Cabinets



Home Office

Traxtile Flooring

**12**  
Month Free  
Financing

**0% APR**

Free financing for 12 months with minimum payments. See your Designer for details. OAC.

Call now for a free in home design consultation and estimate

**1-888-500-9205**

[www.closetsbydesign.com](http://www.closetsbydesign.com)

Follow us



**Closets  
byDesign**

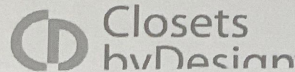
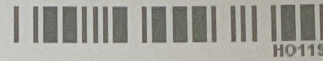
EXHIBIT 2  
PAGE 49

*Casablanca Design Center, Inc., v. Closets by Design, et al.*  
U.S. District Court for the Central District of California

# EXHIBIT

# 9





## PRE-CONTRACTUAL DISCLOSURE

This document is part of your Sales Agreement and Conditions

### Closets by Design

3850 Capital Avenue, Whittier, CA 90601 (310) 515-1210  
Contractor's License Number 794616

Closets By Designs, Inc. is licensed by the Contractors State Licensing Board and is required by the law to provide you the following notice before you may sign a contract with us to perform work on your property.

### LICENSING NOTICE

STATE LAWS REQUIRE ANYONE WHO CONTACTS TO DO CONSTRUCTION WORK TO BE LICENSED BY THE CONTRACTORS STATE LICENSE BOARD IN THE LICENSE CATEGORY IN WHICH THE CONTACTOR IS GOING TO BE WORKING IF THE TOTAL PRICE OF THE JOB IS \$500.00 OR MORE (INCLUDING LABOR AND MATERIALS).

LICENSED CONTRACTORS ARE REGULATED BY LAW DESIGNED TO PROTECT THE PUBLIC. IF YOU CONTRACT WITH SOMEONE WHO DOES NOT HAVE A LICENSE, THE CONTRACTORS STATE LICENSE BOARD MAY BE UNABLE TO ASSIST YOU WITH A COMPLAINT. YOUR ONLY REMEDY AGAINST AN UNLICENSED CONTRACTOR MAY BE IN CIVIL COURT, AND YOU MAY BE LIABLE FOR DAMAGES ARISING OUT OF ANY INJURIES TO THE CONTRACTOR OR HIS OR HER EMPLOYEES.

YOU MAY CONTACT THE CONTRACTORS STATE LICENSE BOARD TO FIND OUT IF THIS CONTRACTOR HAS A VALID LICENSE. THE BOARD HAS COMPLETE INFORMATION ON THE HISTORY OF LICENSED CONTRACTORS, INCLUDING ANY POSSIBLE SUSPENSIONS, REVOCATIONS, JUDGEMENTS AND CITATIONS. THE BOARD HAS OFFICES THROUGHOUT CALIFORNIA. PLEASE CHECK THE GOVERNMENT PAGES OF THE WHITE PAGES FOR THE OFFICE NEAREST YOU OR CALL 1-800-321-CSLB FOR MORE INFORMATION.

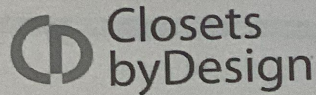
### NOTICE TO OWNER

Under the California Mechanic's Lien Law, any other contractor, subcontractor, laborer, supplier or other person who helps improve your property, but is not paid for his/her work supplies, has a right to enforce a claim against your home or property.

This means that after a court hearing, your home or property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the subcontractors, laborers or suppliers remain unpaid.

To preserve their right to file a claim or lien against your home or property, certain claimants such as contractors or material suppliers are required to provide you with a document entitled "Preliminary Notice." Contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property, its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid. In order to protect their lien right, a contractor, sub contractor, supplier or laborer must file a mechanics lien with the county recorder, which then becomes a recorded lien against your property. Generally, the maximum time allowed for filling a mechanics lien against your property is 90 days after substantial completion of your project.





## Pre Installation Guidelines

**Scheduled Installation Date:** In the event you need to change your installation date, please notify our installation and customer service department at least 48 hours prior to your scheduled date. That direct number is 1-800-407-4704. This would also be the number you call for any warranty or service work.

**Payment:** Please have final payment ready for the installer when he arrives.

**For Everyone's Safety:** Please be sure that children and pets are kept clear from the work area. Please have furniture and other articles removed from work area.

**Please Clear Work Area:** Remove all articles from installation work area. Please remove any pictures, mirrors or delicate items from adjoining walls that may be shaken loose during the install. Please remove vehicles, bikes, golf clubs and other personal items from the garage and driveway prior to garage installation.

**Preparation:** Standard tear out will be done on the day of our installation. Tear out done on a separate day should be discussed with your Designer in advance and scheduled. If you wish to save your existing shelving, please notify our installer prior to removal. We will do everything we can to save your existing material and baseboards but cannot guarantee its condition, due to aging and the manner in which it was originally installed.

**Painting:** Most of our clients do not paint prior to our arrival. Minor touch up painting and patching can be done once the new closet system is installed. We do NOT provide this service. If you chose to paint the closet please remove baseboards, shelves and rods prior to painting and allow 48 hours for the paint to dry.

**Backing:** Closets By Design offers backing as an option at an additional cost. All of our closets are manufactured without backing unless backing is specified on the plans and contract. Backing is included in Infinity Offices and garage cabinets.

**Custom Built:** All our units are manufactured according to your plans. Any changes to your plans must be discussed with your Designer and noted on your plans prior to manufacturing. Changes necessary after your order is placed may incur additional charges and require a change in your installation date.

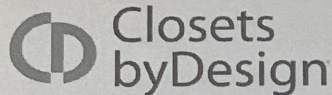
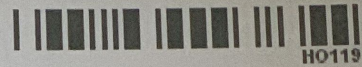
**Upon Completion:** Closets By Design is licensed, bonded and insured. Our installers follow strict guidelines to ensure a quality installation. Upon completion, please take a moment to look over your installation to make sure everything is to your satisfaction.

Customer Service & Installation

1-800-407-4704

Contractor's License #794616





## Project and Design Approval

### Material/Color/Hardware

- ✓ The material for your custom project will be the highest quality industrial grade particle board with a melamine finish.
- ✓ A glue seam may be visible on the edge banding of your shelves and panels.
- ✓ Straight edge treatment is standard on all panels, shelves, doors and drawers. You may upgrade to a soft edge finish. If soft edge is purchased, the soft edge will be on the vertical side of doors only and the horizontal sides of drawer faces.
- ✓ The interior of drawers are white. You can upgrade to a matching interior color.
- ✓ Chrome handles are standard. You can upgrade to other styles and colors.
- ✓ All projects are custom made just for you. Your project may take more than one day to install and may not be symmetrical based upon your floors and walls.

### Closet Projects

- ✓ Your Designer has reviewed placement of drawers and location of outlets, light switches, windows, attic access and other space obstacles.
- ✓ Our standard installation is flush against the wall and requires the removal of your baseboard. You may wish to upgrade to notched panels at an additional charge.
- ✓ Backing is not standard in closets and may be purchased at your option.
- ✓ Panels are attached to the wall with small visible "L" brackets.

### Garage Projects

- ✓ Designer has reviewed placement of cabinets and impact of garage door opening.
- ✓ Cabinets come with full backing and are installed off the floor on a steel rail.
- ✓ If a workbench is included, designer has reviewed finished height.
- ✓ The garage must be emptied prior to arrival of installation.

### Office/Media Center/Wall Bed Projects

- ✓ Your Designer has reviewed placement of components and cord management facilitated by the various grommet packages chosen.
- ✓ Your designer has reviewed your countertop selection and the finished height.
- ✓ Standard installation of lower cabinets will be in front of your base molding.
- ✓ Lower cabinets will be partially backed for ease of cord movement.
- ✓ Bed cabinet will be screwed into the wall studs for security.

I approve of the project and design specifications.

Client Name Arute Rivas

Client # 182115.0

Client Signature Arute Rivas

Date Mar 7, 2023




**ClosetsbyDesign**
**Closets By Design, Inc.**

 3850 Capitol Ave.  
 Whittier, CA 90601  
 800-293-3744 Cont. Lic. # 794616  
 800-407-4704 Cust. Serv. & Install.

Client No:

182115.0

Delivery and Installation Date:

Project Schedule:

Approx Start Date:

Approx. Completion Date:

FOR OFFICE USE

Date	Payment Amount	Reference	By

Client Name: ANITA RIVAS

Address: 3411 MCLAGHLIN AVE

City: LOS ANGELES State: CA Zip: 90066

 Phone: H [ ] W [ ]  
 Cell [ 310 ] 699-9434 Fax [ ]

 Thomas Directions:  
 Guide

Book Page Section

 Please make checks payable to: **Closets By Design**

Total Agreed Price \$ 1682.00

 Deposit \$ 168.20 ☐ Cash ☐ Check ☐ C.C

 1st Payment \$ 168.20 ☐ Cash ☐ Check ☐ C.C

Deposit &amp; 1st Payment CREDIT CARD NUMBER 2207 01/28 Exp. Date Check #

 Final Payment \$ ☐ Cash ☐ Check ☐ C.C

Due on delivery and installation

I authorize Closets By Design to charge my final payment to the same credit card above upon delivery date or to charge it to the card listed below

Balance CREDIT CARD NUMBER if different from above Exp. Date

**FOR 3<sup>RD</sup> PARTY FINANCING ON APPROVED CREDIT ONLY**

I promise to pay to Seller or its Assignees the Unpaid Balance of Cash Price shown above plus Finance Charges and all other charges due thereon (the deferred payment price) instead of the Cash Price and grant and confirm a security interest in the goods shown to secure the balance of the Cash Price, subject to and in accordance with all terms and conditions of the Revolving Charge Agreement with Seller which establishes the Account under which this purchase is made, even if I am not a party to that Agreement.

**ACCEPTANCE:** I the undersigned acknowledge that I have read and understood the terms of this Sales Agreement and Conditions on the reverse side. This is a legal and binding agreement, not an estimate.

 Initials N/A Received Pre-Installation Guidelines,  
 Design Review and Acceptance Check List,  
 Custom Designs and Pre-Contractual Disclosure

 X Ante Rivas 03/07/23  
 PURCHASER, APPROVED AND ACCEPTED DATE

 X Jan M. Kelly 03/07/23  
 DESIGNER, CLOSETS BY DESIGN DATE

WHITE-Office YELLOW-Designer PINK-Client

HO 12-8-2003 CBD F1MC

Job Description:

DINING AREA STORAGE

\* PENDING SALE \*

REGENCY COLLECTION

ALL IN WHITE

12" &amp; 1/2 12" PANELS

@ 72" h &amp; 48" h

SHELVING

holds discount

30% more upon to

start job balance upon installation

Accessories

ALL DISCOUNTS &amp; PROMOS

INCLUDED

\* PENDING SALE \*

CLIENT MAY CHANGE

 DESIGN DURING ~~INTERIM~~ INTERIM

AND CLIENT MAY GET FULL

REFUND WITH EMAIL NOTICE

BY TRI MAR 7, 2023 @ MIDNIGHT

Backing:

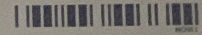
☐ YES, I agree to pay for it ☒ NO, I prefer not to have backing

YOU, THE BUYER HAVE THE RIGHT TO REQUIRE THE CONTRACTOR TO HAVE A PAYMENT AND PERFORMANCE BOND. A COPY OF CLOSET BY DESIGN, INC'S PAYMENT AND PERFORMANCE BOND ISSUED BY HCC SURETY GROUP, 9841 AIRPORT BLVD., LOS ANGELES, CA 90045 IS ON FILE WITH THE REGISTRAR OF CONTRACTORS.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. WHICH INCLUDES TERMINATION RIGHT VIA EMAIL



gwicks@closetsbydesign.com



## Choose your Custom Closet

Everyday COLLECTION	Includes 3/4" straight edge panels, shelves and half overlay flat face doors and drawers.	2880	-40% -10%	1468
Classic COLLECTION	Includes 3/4" straight edge panels and soft edge shelves. Half overlay doors and drawers with flat face and soft edge.			117
Regency COLLECTION	Includes 1 1/8" straight edge panels and 3/4" soft edge shelves. Half overlay door and drawers with flat face and soft edge.			220

## Premium Collection

Brio Collection	Includes 3/4" straight edge panels, shelves and half overlay Deco doors and drawers.			
<input type="checkbox"/> Deco - 100, 200, 300, 400 Series		<input type="checkbox"/> Deco - 500 and Shaker 600		

## Choose your Custom Options

Solid Color Melamine	<input type="checkbox"/>				\$ 88
Woodgrain Melamine	<input type="checkbox"/>				278
Backing	<input type="checkbox"/>				
Brio Backing	<input type="checkbox"/>				
Deco	<input type="checkbox"/>				
Deco	<input type="checkbox"/>				
Molding Package	<input type="checkbox"/>				
Molding Top or Bottom	<input type="checkbox"/>				
Smooth "Soft Close" Slides	<input type="checkbox"/>				
Accent Top Shelf	<input type="checkbox"/>				
Premium Options	<input type="checkbox"/>	Available for Classic and Regency only. Inset doors and drawers. Soft edge panels and shelves. Includes Accent Top Shelf Shelves inset 1". 12" panels up-grade to 13" deep.			

## Accessories

SLAT WALL = 194  
12" w x 48" +

1688

1882

Custom Designed for ANITA RIVAS

Client# 182115.0

Your Closets by Design Designer LIAM MCCULLOUGH

My Manager JOSE ARCINIEGA

Notes/Follow up PENDING SALE

(800) 293-3744



Contractors License CA #794616



NOTICE OF RIGHT TO CANCEL  
NOTICE OF CANCELLATION

*Alan McCulloch* 03/07/23  
 ALAN MCCULLOUGH

182115.0  
 CLIENT #

March 7, 2023  
 ENTER DATE OF TRANSACTION

You may cancel this transaction without penalty or obligation within three business days from the above date. *whether check or credit card*  
 If you cancel, any property traded in, any payments made by you under the sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice; and any security interest arising out of the transaction will be cancelled. *by midnight Fri Mar 10 2023*

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under the contractor sale, or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice or send telegram to: *OR via email to: gwickS@closetsbydesign.com*

Closets By Design, Inc. 3850 Capitol Ave., Whittier, CA 90601

Not later than midnight of *Mar 10, 2023* I hereby cancel this transaction \_\_\_\_\_ Date \_\_\_\_\_ [three business days]

*Anita Rivas*  
 Buyers Signature

Anita Rivas  
 Print Name

3411 McLaughlin Ave #2  
 Los Angeles  
 CA 90066  
 Address

310 699-9434  
 Phone

NOTICE OF RIGHT TO CANCEL  
NOTICE OF CANCELLATION

*Alan McCulloch* 03/07/23  
 ALAN MCCULLOUGH

182115.0  
 CLIENT #

March 7, 2023  
 ENTER DATE OF TRANSACTION

You may cancel this transaction without penalty or obligation within three business days from the above date. *whether by check or credit card*  
 If you cancel, any property traded in, any payments made by you under the sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice; and any security interest arising out of the transaction will be cancelled. *by midnight Fri Mar 10 2023*

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under the contractor sale, or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice or send telegram to: *OR via email to: gwickS@closetsbydesign.com*

Closets By Design, Inc. 3850 Capitol Ave., Whittier, CA 90601

Not later than midnight of *Mar 10, 2023* I hereby cancel this transaction \_\_\_\_\_ Date \_\_\_\_\_ [three business days]

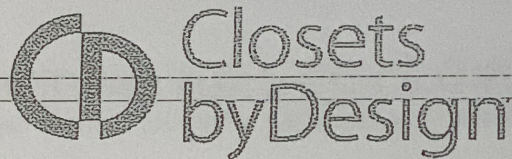
*Anita Rivas*  
 Buyers Signature

Anita Rivas  
 Print Name

3411 McLaughlin Ave #2  
 Los Angeles CA  
 90066  
 Address

310 699-9434  
 Phone





## General Product Care & Maintenance

The maintenance of your new product requires nothing more than light dusting. However, should more than dusting be required, we recommend the following.

### Melamine Laminate

Simple household cleaners

Furniture polish

Warm water and mild soap, wipe away excess.

#### Avoid:

Cleaners with abrasives, acids, or alkalis

Chlorine Bleach

Hydrogen Peroxide

Mineral or hydrochloric acids such as Lime-A-Way®

Berry juices

Dyes

Iodine

### Rods

Rods and other steel components are best cleaned with a soft cloth.

Non-abrasive household cleaners will also work.

### Lucite

Lucite doors should be cleaned with a soft cloth and plain water or solution specifically formulated for cleaning acrylic plexiglass.

#### Avoid:

Abrasive Cleaners

Window Cleaner

Solutions with alcohol, ammonia, acetone or harsh solvents

### Velvet Jewelry Trays

Velvet drawer inserts can be cleaned with a lint brush, a vacuum, or lint roller. Avoid allowing the velvet to become wet, as the color will bleed.



## Closets by Design Product Warranty

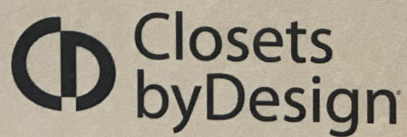
Closets by Design Seven Year Warranty applies to all custom designed storage units and organizers manufactured and installed by Closet by Design employees. The Warranty is only available to the original purchaser of the unit when installed in the purchasers home or dwelling indicated on the sales agreement. This Warranty is Non-Transferable.

The Warranty provides for the replacement of faulty components manufactured by Closets by Design under normal wear and use from the installation date for seven years.

Excluded from this Warranty are all situations related to damage due to abuse, misuse, fire, flood, earthquake, acts of nature, failure caused by corrosion, storage of over-weighted objects and the installation and labor costs associated with the required replacement of components.

Products that were not manufactured but were installed by Closets by Design, such as mirrored closet doors and many accessories have a one year Warranty.

To claim a replacement under the provisions of this Warranty, simply provide proof of original purchase and contact Warranty Department of Closets by Design and the necessary arrangements will be made to honor the Warranty.



March 1, 2005

*Casablanca Design Center, Inc., v. Closets by Design, et al.*  
U.S. District Court for the Central District of California

# EXHIBIT

# 10



**Closets, Garages, Offices, Pantries, Laundries, Wall Beds, Wall Units, Hobby Rooms, Garage Flooring and more...**



Walk in Closet

**40% Off**  
Plus Free  
Installation

**PLUS TAKE AN EXTRA 15% Off**

40% off any order of \$1000 or more or 30% off any order of \$700 or more on any complete custom closet, garage, or home office unit. Take an additional 15% off on any complete system order. Not valid with any other offer. Free installation with any complete unit order of \$500 or more. With incoming order, at time of purchase only. Expires March 12, 2023.



Silver II Garage Cabinets



Home Office



Traxtile Flooring

**12 MONTH SPECIAL FINANCING**

With approved credit. Call or ask your Designer for details. Not available in all areas. O.A.C.\*

Credit Cards Accepted Licensed and Insured (GCL/WC) CA # 794616

Follow us    

Call now for a free in home design consultation and estimate

**1-888-500-9205** 

[www.closetsbydesign.com](http://www.closetsbydesign.com)



**Closets by Design**



**Closets by Design**

**40% Off**  
Plus Free  
Installation

See inside the envelope for details.

**PLUS TAKE AN EXTRA 15% Off**



Custom Closets



Garage Cabinets



Home Office

**12 Month Free Financing**

0% Free financing for 12 mos. with minimum payments. Call or ask your Designer for details. O.A.C.\*

Custom Closets  
Home Offices  
Wall Organizers  
Laundries  
Hobby Rooms  
Media Centers

Garage Cabinets  
Wall Beds  
Pantries  
Wall Units  
Garage Flooring  
and more...

To schedule your free in home design consultation call or visit us today.

**1-888-500-9205** [www.closetsbydesign.com](http://www.closetsbydesign.com)

Licensed and Insured

Follow us    



FIND MORE SAVINGS AT VALPAK.COM

Valpak and Valpak.com are registered trademarks of Valpak Direct Marketing Systems, LLC. Copyright © 2023 Valpak Direct Marketing Systems, LLC. E07197

\*NO PURCHASE NECESSARY. Void where prohibited. Cash is randomly inserted and 1 in approximately 38,420 envelopes has a \$10 bill inside.

\*NO PURCHASE NECESSARY. Sweepstakes begins 2/1/23 and ends 3/14/23. Open to legal residents of U.S. only, 18+. See inner envelope or visit [valpak.com/sweeps](http://valpak.com/sweeps) for full disclosures and sweepstakes details. Sponsored by Valpak Direct Marketing Systems, LLC.

**valpak**  More Great Valpak Savings Inside

*Casablanca Design Center, Inc., v. Closets by Design, et al.*  
U.S. District Court for the Central District of California

# EXHIBIT

# 11

# Yancy Dennis

dennisyd@gmail.com • (443) 416-4584  
 www.linkedin.com/in/yancydennis/ • Owings Mills, MD

## Data Scientist

Accomplished senior leader executing data-driven solutions to increase efficiency, accuracy, and utility of internal data processing. Proven background in creating data regression models, using predictive data modeling, and analyzing data mining algorithms to deliver insights and implement action-oriented solutions to complex business problems.

## Technical Proficiencies

Oracle SQLPLUS, PL/SQL, VB.Net, Advanced Excel, Java, C#, MySQL, R, Python, Streamlit, PostgreSQL, SAS, AWS, Jira, Databricks, Database Management

## Career Experience

ARDX, Owings Mills, MD

2019 – 2023

*Senior Manager of Program Evaluation and Business Analytics, 2020 - 2023*

Delivered solutions and actionable insights for key stakeholders to reduce costs, improve outcomes, and forecast business performance. Executed advanced trend analytics, mined data to answer relevant needs, and conducted root cause statistical analyses. Developed predictive models and deploy science-based evaluation processes. Identified indicators of fraud, waste, and abuse by profiling data extracted from the Multidimensional Information and Data Analytics System (MIDAS). Served as subject matter expert on risk adjustment and encounter data.

- Identified drug prescribing patterns through analysis of CMS Medicare Advantage Plan prescription drug events.
- Cultivated a risk profiling report based on queries for the Integrated Data Repository which holds over 60M Medicare enrollees.

*Data Scientist, 2019 – 2020*

Led advanced analytics projects utilizing big data and advanced science method and technologies. Improved customer experience, operational effectiveness, and increased business value delivering insights using advanced statistical and machine learning techniques. Collaboratively built end-to-end data pipelines to deploy advanced models. Developed mathematical and statistical models to distinguish relevant content and recognize patterns.

- Effectively designed a data management plan for the Appeals and Integrity Contract.
- Evaluated population and policy changes on Program Integrity Priorities utilizing microsimulation efforts.

Fixt, Baltimore, MD

2018 – 2019

*Senior Data Analyst Consultant*

Designed, built, and maintained efficient, reusable, and reliable data analytics processes and dashboards. Interfaced with clients to identify business needs and recommend solutions. Led client engagement encompassing work plans, staffing, deadlines, budgeting, and strategizing to maintain integrated project plans. Integrated automation across multiple work processes including account management, financial reporting, and pricing strategies. Oversaw the intern program with direction of intern recruitment strategies targeting top tier schools such as MIT and Cornell.

- Enhanced customer service with topic models using Python with NLTK to discover hidden semantic structures within customer feedback data.

**Building New Leaders, Baltimore, MD**  
*Principal***2011 – 2018**

Developed, enhanced, and maintained web and mobile solutions across government and private sector clients. Improved job performance with implementation of workplace initiatives. Tracked industry trends and networked at industry events to remain updated on new technologies.

- Cultivated and launched computer applications for the United States Geological Services (USGS), Naval Sea Systems Command (NAVSEA), Boone Restoration, and New York University.
- Formulated Access and MySQL database solutions for stakeholders in partnership with Archscan, LLC.

**Allegis Group Services, Hanover, MD**  
*Solution Architect***2010 – 2011**

Cultivated client solutions focusing on most efficient technological and business processes to enable capabilities required by the business. Analyzed clients' business and technical challenges, designed comprehensive solutions for smooth integration. Converted business visions into technical solution by liaising with business and technical stakeholders, built a clear technology strategy and roadmap, and remained up-to-date on industry trends and technologies.

- Successfully generated an XML invoice feed for SAP financials with design of C# application for America Online.
- Supported Fortune 500 clients with integration of COTS vendor management tools.

*Principal, KonceptNexus, Owings Mills, MD***2008-2011**

Marketed online professional training courses to educational institutions and Fortune 1000 companies, partnering with the National Education Foundation. Developed social networking and educational websites using Drupal CMS.

- Targeted potential clients, increasing enrollment.
- Collaborated with cross-functional teams, meeting/exceeding project goals.

*Lead Business Architect, CareFirst BlueCross BlueShield, Owings Mills, MD***2007-2008**

Oversaw the implementation of the company's business system architecture to support a significant healthcare services conversion project. This three-year, \$100 million initiative ultimately yielded a \$157 million ROI.

- Automated the process of gathering requirements, resulting in an improvement in the quality assessment of requirements by the Requirements Competency Center.
- Led an impact analysis that resulted in a 30% reduction in the requirements gathering phase.

*IT Strategy Leader (Office of the CIO), CareFirst BlueCross BlueShield, Owings Mills, MD***2005-2007**

Partnered with executive leadership at CareFirst to define and implement the company's corporate and IT strategies.

- Developed and gained approval for the 2006 and 2007 IT strategies aligned with CareFirst's corporate goals.
- Pioneered a new IT management system that improved service delivery and cost-effectiveness.
- Designed and implemented the Measurement and Analysis Process Area for CareFirst's CMMI (L3) initiative.
- Provided business process mapping training to a cross-functional Swat Team for claims process improvement.

*Strategic Technology Manager/Director, Capital One Financial Services, Glen Allen, VA***2002-2005**

Demonstrated expertise in grid computing and genetic algorithm optimization, and successfully applied these techniques to a real-world business problem.

- Successfully managed three vendors, including IBM, Genalytics, and Platform Computing, to develop and implement a genetic algorithm-based credit risk prediction model in a grid computing environment.
- Worked closely with cross-functional teams across multiple departments at Capital One to ensure successful integration of the model into business operations.
- Managed a team of up to 25 associates, including project managers, developers, and architects, to deliver complex technology solutions on time and within budget.



***Principal Engineer, Capital One Financial Services, Glen Allen, VA***

**2000-2002**

Demonstrated leadership in selecting data warehouse platform, enhancing analytics, improving processes, and managing projects.

- Led the adoption of a new high-performance computing \$100 Million data warehouse platform, Teradata.
- Planned and managed the on-time and on-budget delivery of up to 60 concurrent projects.
- Acknowledged for successfully achieving 90% customer satisfaction ratings on all projects.

***Strategic Project Manager, E.I. DuPont de Nemours, Richmond, VA***

**1996-2000**

Directed and reengineered applications resulting in significant performance improvement and accolades.

- Directed the migration of a \$2 Million legacy manufacturing application into a 3-tiered object-oriented client-server environment, leading the team to capture the Inaugural Stellar Award.
- Reengineered the client-service application, resulting in a remarkable 95% performance improvement.

***Consulting Engineer, E.I. DuPont de Nemours, Wilmington, DE***

**1990-1996**

Utilized vector processing capabilities and advanced cooling systems of the Cray T90/C90 to optimize performance and ensure reliable operation, demonstrating expertise in high performance computing and computational simulation.

- Conducted computer simulations to predict flammability for chemical reactions, utilizing ChemKin to model complex chemical systems and determine appropriate parameters for safe operation of chemical processes.
- Analyzed simulation results to identify potential hazards and develop risk mitigation strategies, demonstrating expertise in chemical process safety and computational simulation.

## Education

***Doctor of Philosophy in Chemical Engineering***

*University of Virginia, Charlottesville, VA*

***Master of Science in Chemical Engineering***

*University of Virginia, Charlottesville, VA*

***Bachelor of Science in Chemical Engineering***

*Massachusetts Institute of Technology, Cambridge, MA*

***Strategic Uses of Technology***

*Stanford University, Stanford, CA*

***Bargaining and Negotiating***

*University of Virginia, Charlottesville, VA*

## Certifications

**Crash Course on Python**

**Using Python to Interact with the Operating System**

*Casablanca Design Center, Inc., v. Closets by Design, et al.*  
U.S. District Court for the Central District of California

# EXHIBIT

# 12



# 2019

[WEB](#)
[BOOKS](#)
[VIDEO](#)
[AUDIO](#)
[SOFTWARE](#)
[IMAGES](#)

[ABOUT](#)
[BLOG](#)
[PROJECTS](#)
[HELP](#)
[DONATE](#)
[CONTACT](#)
[JOBS](#)
[VOLUNTEER](#)
[PEOPLE](#)

INTERNET ARCHIVE

DONATE

Wayback Machine

Explore more than 801 billion web pages saved over time

Calendar

Collections

Changes

Summary

Site Map

URLs

Saved 1,287 times between May 11, 2000 and March 13, 2023.

2000

2001

2002

2003

2004

2005

2006

2007

2008

2009

2010

2011

2012

2013

2014

2015

2016

2017

2018

2019

2020

2021

2022

2023

2000

2001

2002

2003

2004

2005

2006

2007

2008

2009

2010

2011

2012

2013

2014

2015

2016

2017

2018

2019

2020

2021

2022

2023

2000

2001

2002

2003

2004

2005

2006

2007

2008

2009

2010

2011

2012

2013

2014

2015

2016

2017

2018

2019

2020

2021

2022

2023

2000

2001

2002

2003

2004

2005

2006

2007

2008

2009

2010

2011

2012

2013

2014

2015

2016

2017

2018

2019

2020

2021

2022

2023

2000

2001

2002

2003

2004

2005

2006

2007

2008

2009

2010

2011

2012

2013

2014

2015

2016

2017

2018

2019

2020

2021

2022

2023

2000

2001

2002

2003

2004

2005

2006

2007

2008

2009

2010

2011

2012

2013

2014

2015

2016

2017

2018

2019

2020

2021

2022

2023

2000

2001

2002

2003

2004

2005

2006

2007

2008

2009

2010

2011

2012

2013

2014

2015

2016

2017

2018

2019

2020

2021

2022

2023

2000

2001

2002

2003

2004

2005

2006

2007

2008

2009

2010

2011

2012

2013

2014

2015

2016

2017

2018

2019

2020

2021

2022

2023

2000

2001

2002

2003

2004

2005

2006

2007

2008

2009

2010

2011

2012

2013

2014

2015

2016

2017

2018

2019

2020

2021

2022

2023

2000

2001

2002

2003

2004

2005

2006

2007

2008

2009

2010

2011

2012

2013

2014

2015

2016

2017

2018

2019

2020

2021

2022

2023

2000

2001

2002

2003

2004

2005

2006

2007

2008

2009

2010

2011

2012

2013

2014

2015

2016

2017

2018

2019

2020

2021

2022

2023

2000

2001

2002

2003

2004

2005

2006

2007

2008

2009

2010

2011

2012

2013

2014

2015

2016

2017

2018

2019

2020

2021

2022

2023

2000

2001

2002

2003

2004

2005

2006

2007

2008

2009

2010

2011

2012

2013

2014

2015

2016

2017

2018

2019

2020

2021

2022

2023

2000

2001

2002

2003

2004

2005

2006

2007

2008

2009

2010

2011

2012

2013

2014

2015

2016

2017

2018

2019

2020

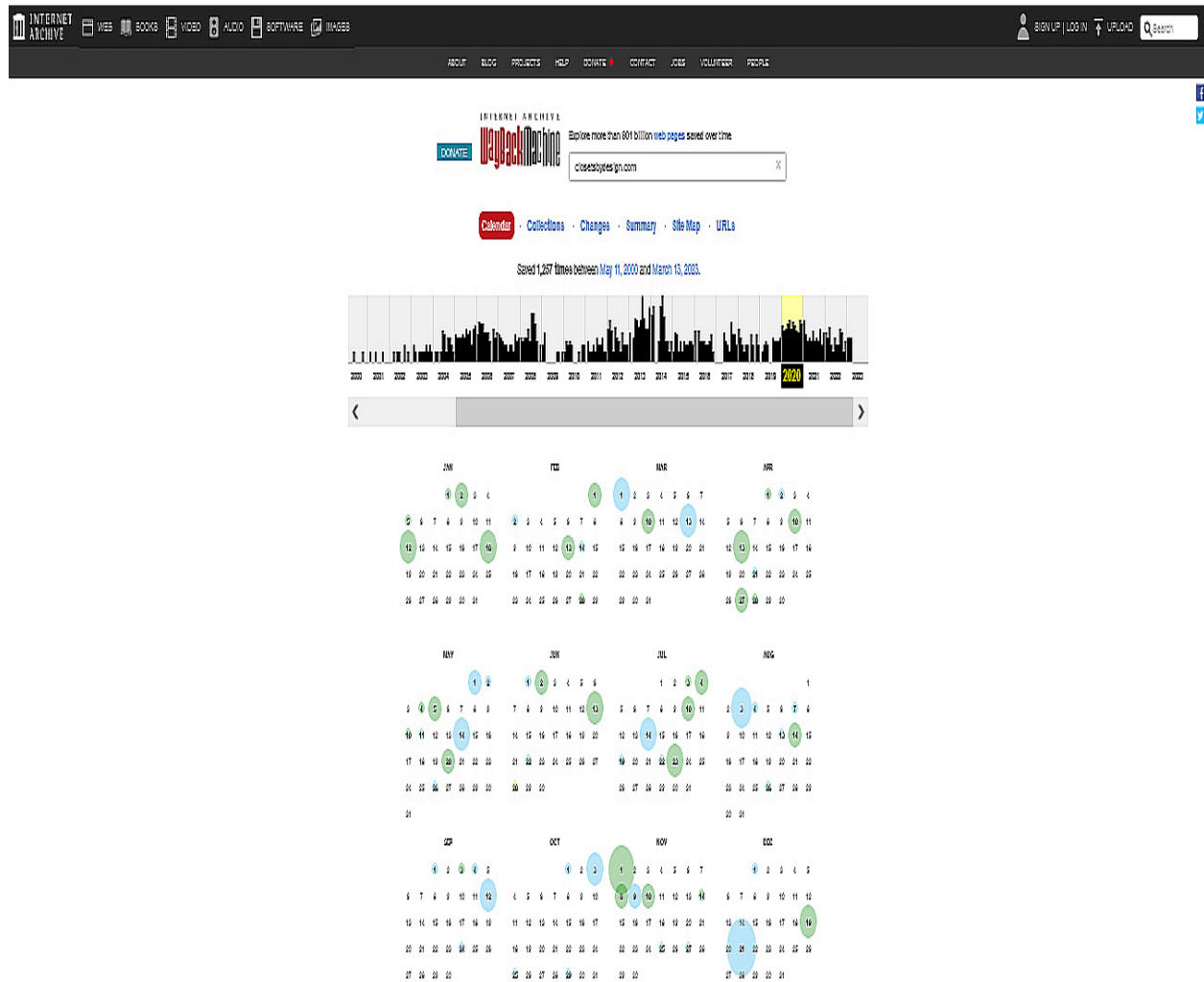
2021</

Note

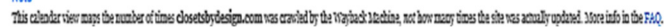
This calendar view maps the number of times closetsbydesign.com was crawled by the Wayback Machine, not how many times the site was actually updated. More info in the [FAQ](#).



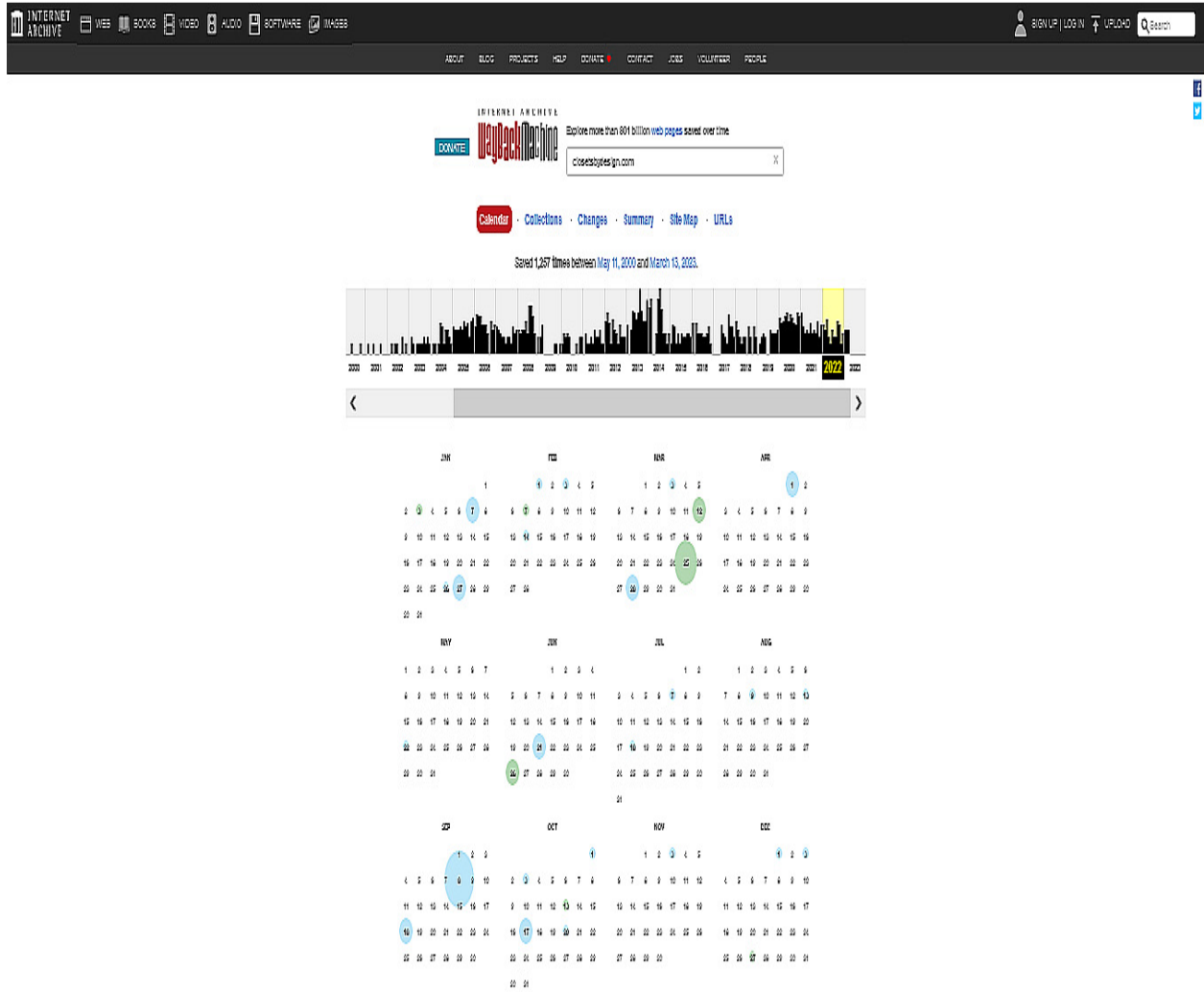
2020

**Note**

This calendar view maps the number of times closetbydesign.com was crawled by the Wayback Machine, not how many times the site was actually updated. More info in the [FAQ](#).



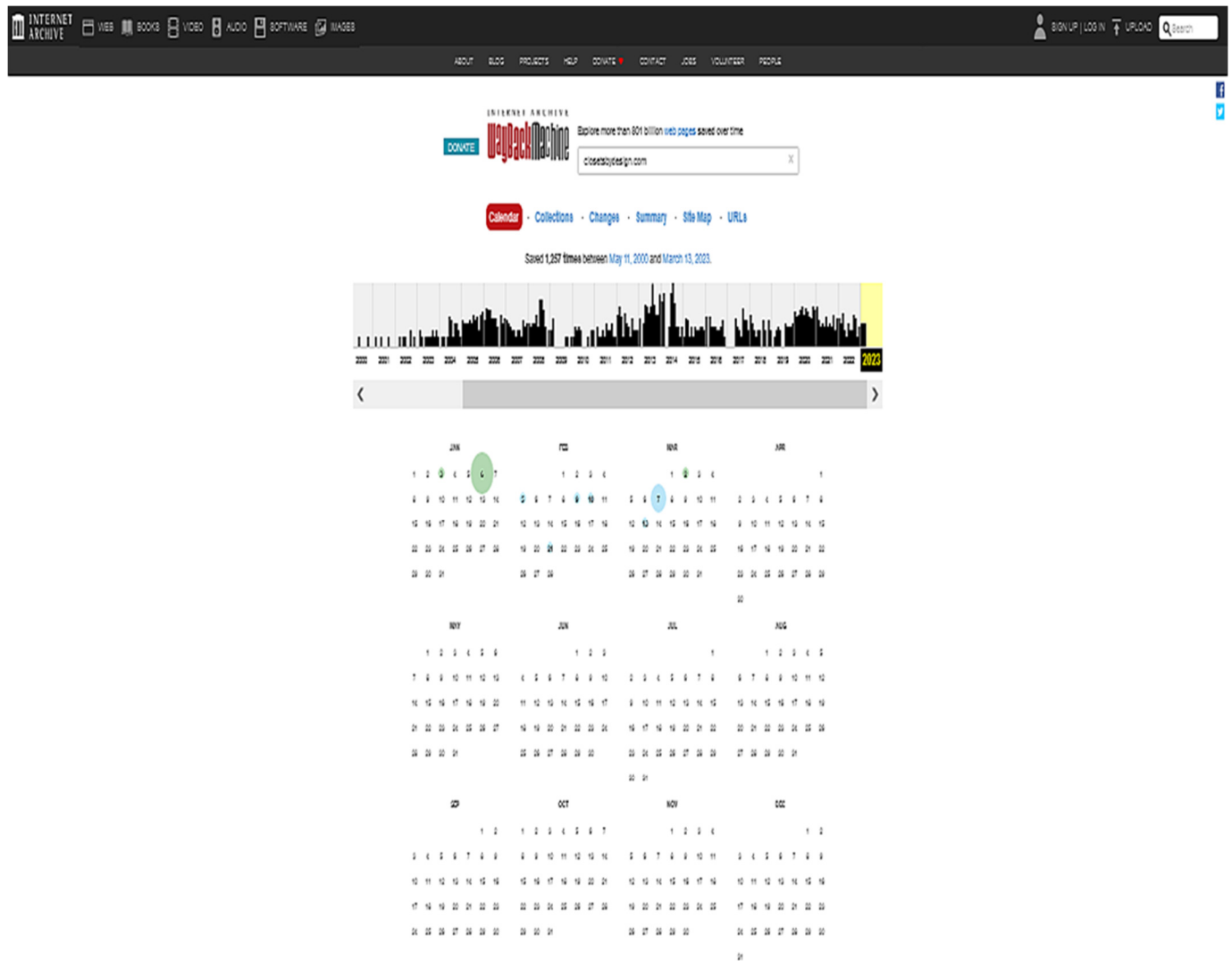
# 2022



Note

This calendar view maps the number of times closetsbydesign.com was crawled by the Wayback Machine, not how many times the site was actually updated. More info in the [FAQ](#).

2023

**Note**

This calendar view maps the number of times closetsbydesign.com was crawled by the Wayback Machine, not how many times the site was actually updated. More info in the [FAQ](#).



*Casablanca Design Center, Inc., v. Closets by Design, et al.*  
U.S. District Court for the Central District of California

# EXHIBIT

# 13

**Summary of the Perpetual Use of  
40% Off “Limited Time Offers” Advertised  
on the Closets By Design, Inc. Website**

Column 1 = The date the homepage was archived

Column 2 = The sale offer on the homepage

Column 3 = The date the sale offer on the homepage links to that presents the sale offer terms and expiration date

Column 4 = Additional sale information

<b>Date</b>	<b>Advertising Offer</b>	<b>Link to Terms &amp; Expiration Date</b>	<b>Other Representations</b>
14 Nov 2018	No Ad	No	N/A
19 Nov 2018	No Ad	No	N/A
25 Nov 2018	40% Off	No	Plus Take 15% Off Limited time offer
05 Dec 2018	40% Off	No	Plus Take 15% Off Limited time offer
11 Dec 2018	40% Off	No	Plus Take 15% Off Limited time offer
27 Feb 2019	No Ad	N/A	N/A
14 Mar 2019	No Ad	N/A	N/A
08 Apr 2019	No Ad	N/A	N/A
21 May 2019	40% Off	No Link	15% off any complete system
05 Aug 2019	40% Off	<a href="#">Link to present page</a>	
21 Aug 2019	40% Off	Link to present page	
02 Nov 2019	40% Off	<a href="#">Link to 01 Nov 2020</a> : Expires 31 Oct 2020	
05 Nov 2019	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	
05 Dec 2019	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	Extra 15% Off
21 Dec 2019	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	Extra 15% Off
01 Jan 2020	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	Extra 15% Off
02 Jan 2020	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	Extra 15% Off
05 Jan 2020	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	Extra 15% Off
12 Jan 2020	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	Extra 15% Off
18 Jan 2020	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	Extra 15% Off
01 Feb 2020	\$300 Off	Link to 01 Nov 2020: Expires 31 Oct 2020	
13 Feb 2020	\$300 Off	Link to 01 Nov 2020: Expires 31 Oct 2020	
14 Feb 2020	\$300 Off	Link to 01 Nov 2020: Expires 31 Oct 2020	
28 Feb 2020	\$300 Off	Link to 01 Nov 2020: Expires 31 Oct 2020	
01 Mar 2020	\$300 Off	Link to 01 Nov 2020: Expires 31 Oct 2020	
10 Mar 2020	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	
13 Mar 2020	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	
01 Apr 2020	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	+ 15% Off
02 Apr 2020	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	+ 15% Off
10 Apr 2020	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	+ 15% Off
13 Apr 2020	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	+ 15% Off
21 Apr 2020	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	+ 15% Off
27 Apr 2020	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	+ 15% Off
28 Apr 2020	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	+ 15% Off
01 May 2020	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	+ 15% Off
02 May 2020	No Ad	N/A	
04 May 2020	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	+ 15% Off
05 May 2020	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	+ 15% Off

**Summary of the Perpetual Use of  
40% Off “Limited Time Offers” Advertised  
on the Closets By Design, Inc. Website**

<b>Date</b>	<b>Advertising Offer</b>	<b>Link to Terms &amp; Expiration Date</b>	<b>Other Representations</b>
10 May 2020	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	+ 15% Off
11 May 2020	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	+ 15% Off
14 May 2020	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	+ 15% Off
20 May 2020	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	+ 15% Off
26 May 2020	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	+ 15% Off
01 Jun 2020	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	+ 15% Off
02 Jun 2020	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	+ 15% Off
13 Jun 2020	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	+ 15% Off
22 Jun 2020	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	+ 15% Off
03 Jul 2020	40% Off	Link to present page	+ 15% Off
04 Jul 2020	40% Off	Link to present page	+ 15% Off
10 Jul 2020	40% Off	Link to present page	+ 15% Off
14 Jul 2020	40% Off	Link to present page	+ 15% Off
19 Jul 2020	40% Off	Link to present page	+ 15% Off
22 Jul 2020	40% Off	Link to present page	+ 15% Off
23 Jul 2020	40% Off	Link to present page	+ 15% Off
03 Aug 2020	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	+ 15% Off
04 Aug 2020	40% Off	Link to present page	+ 15% Off
07 Aug 2020	40% Off	Link to present page	+ 15% Off
13 Aug 2020	40% Off	Link to present page	+ 15% Off
14 Aug 2020	40% Off	Link to present page	+ 15% Off
26 Aug 2020	40% Off	Link to present page	+ 15% Off
01 Sep 2020	40% Off	Link to present page	+ 15% Off
03 Sep 2020	40% Off	Link to present page	+ 15% Off
04 Sep 2020	40% Off	Link to present page	+ 15% Off
12 Sep 2020	40% Off	Link to present page	+ 15% Off
24 Sep 2020	40% Off	Link to present page	+ 15% Off
01 Oct 2020	40% Off	Link to present page	+ 15% Off
03 Oct 2020	40% Off	Link to present page	+ 15% Off
25 Oct 2020	40% Off	Link to present page	+ 15% Off
29 Oct 2020	40% Off	Link to present page	+ 15% Off
01 Nov 2020	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	
08 Nov 2020	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	+ 15% Off
09 Nov 2020	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	+ 15% Off
10 Nov 2020	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	+ 15% Off
14 Nov 2020	40% Off	Link to 01 Nov 2020: Expires 31 Oct 2020	+ 15% Off
25 Nov 2020	40% Off	Link to 21 Nov 2020: Expires 30 Nov 2020	+ 15% Off
27 Nov 2020	40% Off	Link to 21 Nov 2020: Expires 30 Nov 2020	+ 15% Off
01 Dec 2020	40% Off	Link to 21 Nov 2020: Expires 30 Nov 2020	+ 15% Off
19 Dec 2020	40% Off	Link to 21 Nov 2020: Expires 30 Nov 2020	+ 15% Off
21 Dec 2020	40% Off	Link to 21 Nov 2020: Expires 30 Nov 2020	+ 15% Off
07 Jan 2021	40% Off	Link to 21 Nov 2020: Expires 30 Nov 2020	+ 15% Off
13 Jan 2021	40% Off	Link to 21 Nov 2020: Expires 30 Nov 2020	+ 15% Off
19 Jan 2021	40% Off	Link to 21 Nov 2020: Expires 30 Nov 2020	+ 15% Off

**Summary of the Perpetual Use of  
40% Off “Limited Time Offers” Advertised  
on the Closets By Design, Inc. Website**

<b>Date</b>	<b>Advertising Offer</b>	<b>Link to Terms &amp; Expiration Date</b>	<b>Other Representations</b>
23 Jan 2021	40% Off	Link to 21 Nov 2020: Expires 30 Nov 2020	+ 15% Off
26 Jan 2021	40% Off	Link to 21 Nov 2020: Expires 30 Nov 2020	+ 15% Off
05 Feb 2021	40% Off	<a href="#">Link to 03 Jun 2021</a> : Expires 22 Jul 2021	+ 15% Off
26 Feb 2021	40% Off	Link to 03 Jun 2021: Expires 22 Jul 2021	+ 15% Off
27 Feb 2021	40% Off	Link to 03 Jun 2021: Expires 22 Jul 2021	+ 15% Off
02 Mar 2021	40% Off	Link to 03 Jun 2021: Expires 22 Jul 2021	+ 15% Off
07 Mar 2021	40% Off	Link to 03 Jun 2021: Expires 22 Jul 2021	+ 15% Off
07 Apr 2021	40% Off	Link to 03 Jun 2021: Expires 22 Jul 2021	+ 15% Off
10 Apr 2021	40% Off	Link to 03 Jun 2021: Expires 22 Jul 2021	+ 15% Off
24 Apr 2021	40% Off	Link to 03 Jun 2021: Expires 22 Jul 2021	+ 15% Off
05 May 2021	40% Off	Link to 03 Jun 2021: Expires 22 Jul 2021	+ 15% Off
17 May 2021	40% Off	Link to 03 Jun 2021: Expires 22 Jul 2021	+ 15% Off
18 May 2021	40% Off	Link to 03 Jun 2021: Expires 22 Jul 2021	+ 15% Off
17 Jun 2021	40% Off	Link to 03 Jun 2021: Expires 22 Jul 2021	+ 15% Off
28 Jun 2021	40% Off	Link to 03 Jun 2021: Expires 22 Jul 2021	+ 15% Off
07 Jul 2021	40% Off	<a href="#">Link to 02 Aug 2021</a> : No Expiration Date	+ 15% Off
28 Jul 2021	40% Off	Link to 02 Aug 2021: No Expiration Date	
01 Aug 2021	40% Off	Link to 02 Aug 2021: No Expiration Date	
11 Aug 2021	40% Off	Link to 02 Aug 2021: No Expiration Date	
12 Aug 2021	40% Off	Link to 02 Aug 2021: No Expiration Date	
15 Aug 2021	40% Off	Link to 02 Aug 2021: No Expiration Date	
18 Sep 2021	40% Off	<a href="#">Link to 07 Sep 2021</a> : Expires 26 Sep 2021	
19 Sep 2021	40% Off	<a href="#">Link to 29 Sep 2021</a> : Expires 07 Nov 2021	
22 Sep 2021	40% Off	Link to 29 Sep 2021: Expires 07 Nov 2021	
07 Oct 2021	40% Off	Link to 29 Sep 2021: Expires 07 Nov 2021	
10 Oct 2021	40% Off	Link to 29 Sep 2021: Expires 07 Nov 2021	
15 Oct 2021	40% Off	Link to 29 Sep 2021: Expires 07 Nov 2021	
16 Oct 2021	40% Off	Link to 29 Sep 2021: Expires 07 Nov 2021	
23 Oct 2021	40% Off	Link to 29 Sep 2021: Expires 07 Nov 2021	
30 Oct 2021	40% Off	Link to 29 Sep 2021: Expires 07 Nov 2021	
01 Nov 2021	40% Off	Link to 29 Sep 2021: Expires 07 Nov 2021	
30 Nov 2021	40% Off	<a href="#">Link to 26 Jan 2022</a> : Expires 29 Jan 2022	+ 15% off
05 Dec 2021	40% Off	Link to 26 Jan 2022: Expires 29 Jan 2022	+ 15% off
19 Dec 2021	40% Off	Link to 26 Jan 2022: Expires 29 Jan 2022	+ 15% off
23 Dec 2021	40% Off	Link to 26 Jan 2022: Expires 29 Jan 2022	+ 15% off
24 Dec 2021	40% Off	Link to 26 Jan 2022: Expires 29 Jan 2022	+ 15% off
26 Dec 2021	40% Off	Link to 26 Jan 2022: Expires 29 Jan 2022	+ 15% off
03 Jan 2022	40% Off	Link to 26 Jan 2022: Expires 29 Jan 2022	+ 15% off
07 Jan 2022	40% Off	Link to 26 Jan 2022: Expires 29 Jan 2022	+ 15% off
26 Jan 2022	40% Off	Link to 26 Jan 2022: Expires 29 Jan 2022	+ 15% off
27 Jan 2022	40% Off	<a href="#">Link to 27 Jan 2022</a> : Expires 29 Jan 2022	+ 15% off
01 Feb 2022	40% Off	Link to 27 Jan 2022: Expires 29 Jan 2022	
03 Feb 2022	40% Off	Link to 27 Jan 2022: Expires 29 Jan 2022	
07 Feb 2022	40% Off	Link to 27 Jan 2022: Expires 29 Jan 2022	



**Summary of the Perpetual Use of  
40% Off “Limited Time Offers” Advertised  
on the Closets By Design, Inc. Website**

<b>Date</b>	<b>Advertising Offer</b>	<b>Link to Terms &amp; Expiration Date</b>	<b>Other Representations</b>
<b>14 Feb 2022</b>	40% Off	Link to 27 Jan 2022: Expires 29 Jan 2022	
<b>03 Mar 2022</b>	40% Off	<b>Link to 31 Mar 2022:</b> Expires in 30 days	
<b>12 Mar 2022</b>	40% Off	Link to 31 Mar 2022: Expires in 30 days	
<b>25 Mar 2022</b>	40% Off	Link to 31 Mar 2022: Expires in 30 days	
<b>28 Mar 2022</b>	40% Off	Link to 31 Mar 2022: Expires in 30 days	
<b>01 Apr 2022</b>	40% Off	Link to 31 Mar 2022: Expires in 30 days	+ 15% off
<b>22 May 2022</b>	40% Off	Link to 31 Mar 2022: Expires in 30 days	+ 15% off
<b>21 Jun 2022</b>	40% Off	<b>Link to 23 Jul 2022:</b> Expires 30 Jul 2022	+ 15% off
<b>26 Jun 2022</b>	40% Off	Link to 23 Jul 2022: Expires 30 Jul 2022	+ 15% off
<b>07 Jul 2022</b>	40% Off	Link to 23 Jul 2022: Expires 30 Jul 2022	+ 15% off
<b>18 Jul 2022</b>	40% Off	Link to 23 Jul 2022: Expires 30 Jul 2022	+ 15% off
<b>09 Aug 2022</b>	40% Off	Link to 23 Jul 2022: Expires 30 Jul 2022	+ 15% off
<b>13 Aug 2022</b>	40% Off	Link to 23 Jul 2022: Expires 30 Jul 2022	+ 15% off
<b>08 Sep 2022</b>	40% Off	<b>Link to 17 Oct 2022:</b> Expires in 30 days	
<b>18 Sep 2022</b>	40% Off	Link to 17 Oct 2022: Expires in 30 days	
<b>01 Oct 2022</b>	40% Off	Link to 17 Oct 2022: Expires in 30 days	
<b>03 Oct 2022</b>	40% Off	Link to 17 Oct 2022: Expires in 30 days	
<b>13 Oct 2022</b>	40% Off	Link to 17 Oct 2022: Expires in 30 days	
<b>17 Oct 2022</b>	40% Off	Link to 17 Oct 2022: Expires in 30 days	
<b>20 Oct 2022</b>	40% Off	Link to 17 Oct 2022: Expires in 30 days	
<b>03 Nov 2022</b>	40% Off	Link to 17 Oct 2022: Expires in 30 days	+ 15% off
<b>01 Dec 2022</b>	40% Off	<b>Link to 08 Dec 2022:</b> Expires 10 Dec 2022	+ 15% off
<b>03 Dec 2022</b>	40% Off	Link to 08 Dec 2022: Expires 10 Dec 2022	+ 15% off
<b>27 Dec 2022</b>	40% Off	Link to 08 Dec 2022: Expires 10 Dec 2022	+ 15% off
<b>03 Jan 2023</b>	40% Off	Link to 08 Dec 2022: Expires 10 Dec 2022	+ 15% off
<b>06 Jan 2023</b>	40% Off	Link to 08 Dec 2022: Expires 10 Dec 2022	+ 15% off
<b>05 Feb 2023</b>	40% Off	Link to 08 Dec 2022: Expires 10 Dec 2022	+ 15% off
<b>09 Feb 2023</b>	40% Off	Link to 08 Dec 2022: Expires 10 Dec 2022	+ 15% off
<b>10 Feb 2023</b>	40% Off	Link to 08 Dec 2022: Expires 10 Dec 2022	+ 15% off
<b>21 Feb 2023</b>	40% Off	Link to 08 Dec 2022: Expires 10 Dec 2022	+ 15% off
<b>02 Mar 2023</b>	40% Off	Link to 08 Dec 2022: Expires 10 Dec 2022	+ 15% off

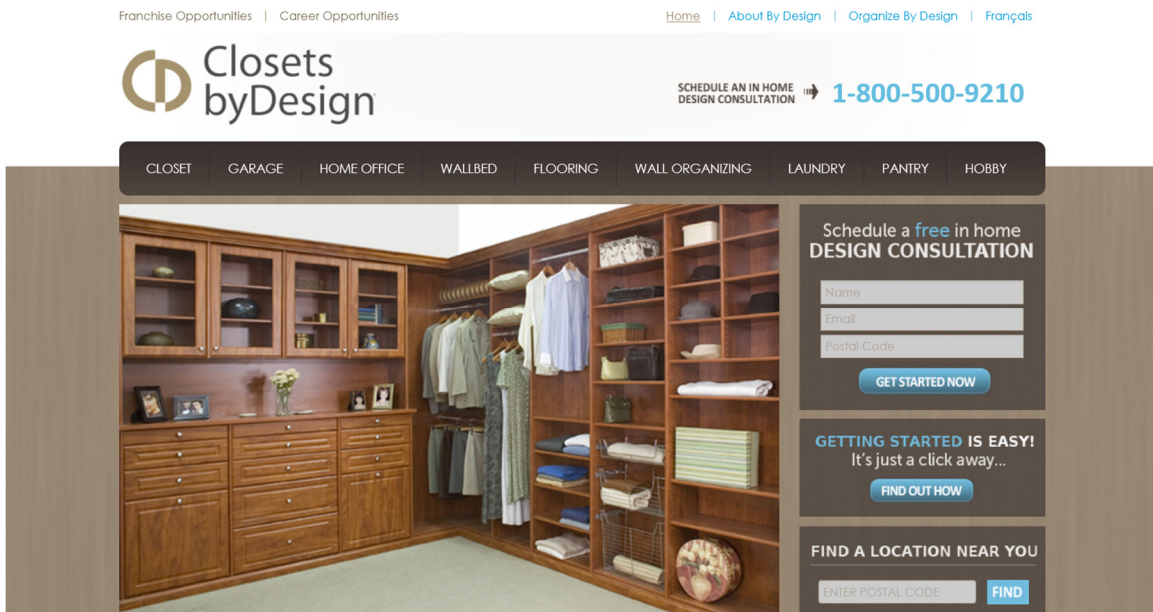
*Casablanca Design Center, Inc., v. Closets by Design, et al.*  
U.S. District Court for the Central District of California

# EXHIBIT

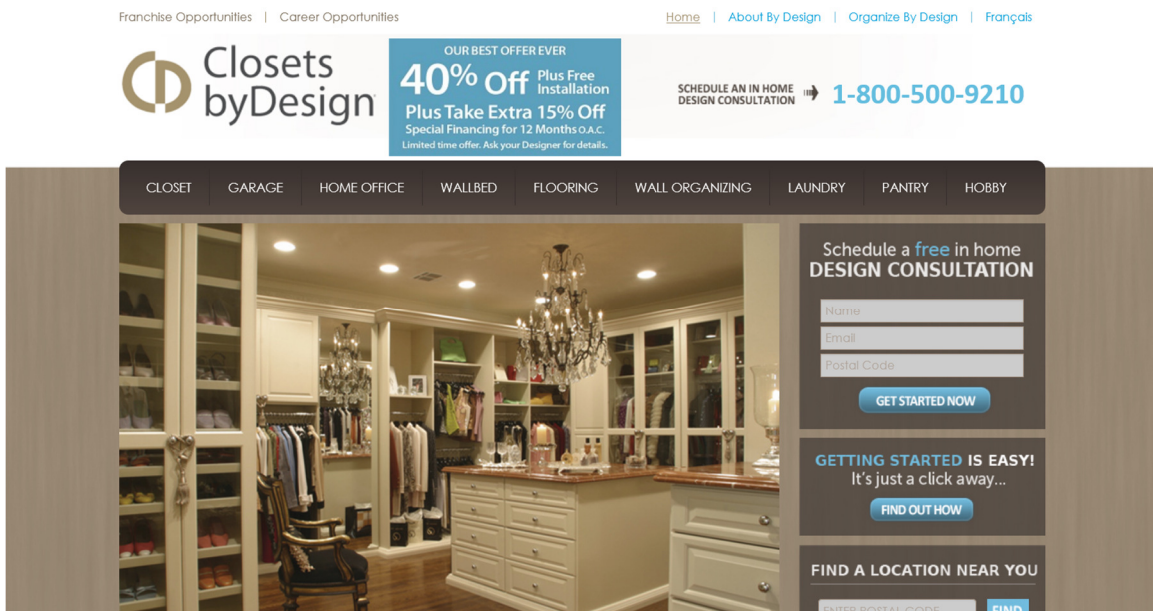
# 14

## Monthly Screenshots of the Closets By Design, Inc. Website Homepage as Captured by Archive.org

November 14, 2018

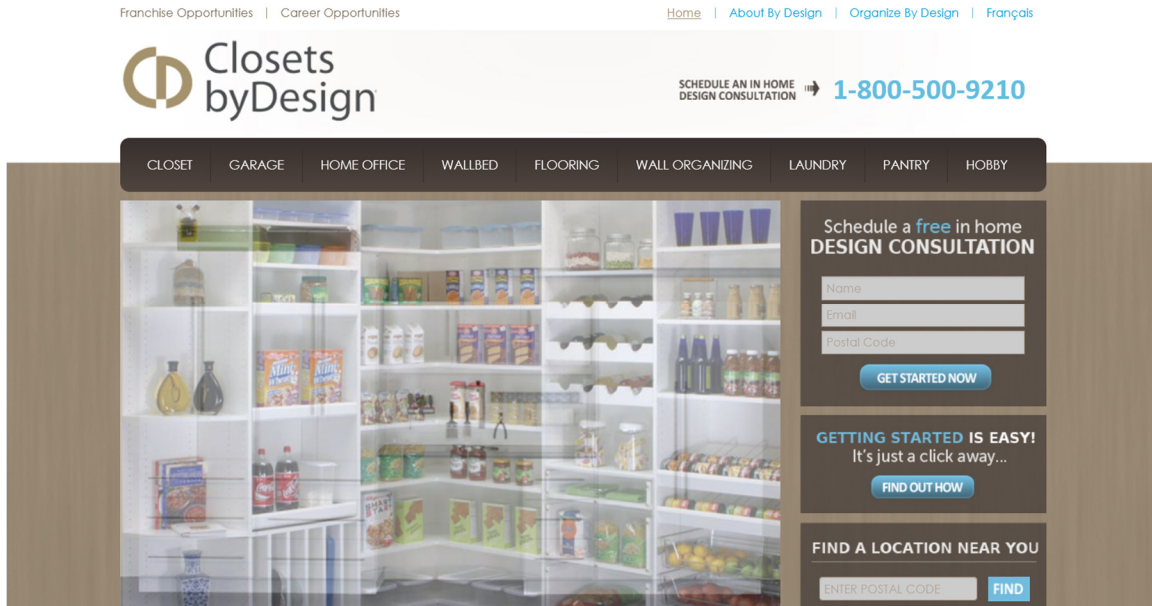


December 11, 2018

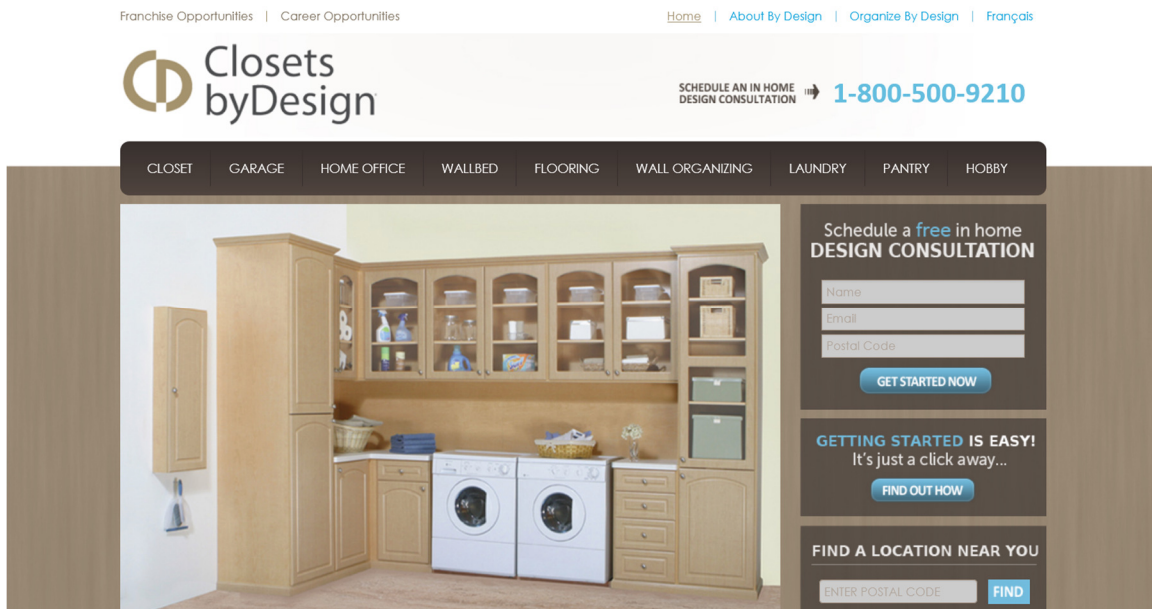


## Monthly Screenshots of the Closets By Design, Inc. Website Homepage as Captured by Archive.org

March 14, 2019




April 8, 2019






## Monthly Screenshots of the Closets By Design, Inc. Website Homepage as Captured by Archive.org

May 21, 2019

Search for:    
[Own a Franchise](#)  
[Français](#)  
[Logo](#) [Logo](#) [Logo](#) [Logo](#) [Logo](#)  
1-800-500-9210 [Let's Get Started](#) 40% Off plus Free Installation, plus take an extra 15% Off any complete system. [Click here to learn more.](#)

- [Home](#)
- [Closets](#)
  - [Walk-In Closets](#)
  - [Walk-In Closet Gallery](#)
  - [Reach-In Closets](#)
  - [Reach-In Closet Gallery](#)
- [Garages](#)
  - [Garage Cabinets](#)
  - [Garage Cabinet Gallery](#)
  - [Flooring](#)
  - [Wall Organizing](#)
- [Home Offices](#)
  - [Home Offices](#)
  - [Home Office Gallery](#)
- [WallBeds](#)
  - [WallBeds](#)
  - [Wallbed Gallery](#)
- [Media Centers](#)
  - [Media Centers](#)
  - [Media Center Gallery](#)
- [Laundry Rooms](#)
  - [Laundry Rooms](#)
  - [Laundry Gallery](#)
- [Panttries](#)
  - [Panttries](#)
  - [Pantry Gallery](#)
- [Hobby Rooms](#)
  - [Hobby Rooms](#)
  - [Hobby Gallery](#)

August 5, 2019

Search for:    
[Own a Franchise](#)  
[Français](#)  
[Choose a location near you](#)  
[Logo](#) [Logo](#) [Logo](#) [Logo](#) [Logo](#)  
40% Off plus Free Installation. [Click here to learn more.](#)  
Call Closet by Design 1-800-500-9210 [Let's Get Started](#)

- [Home](#)
- [Closets](#)
  - [Walk-In Closets](#)
  - [Walk-In Closet Gallery](#)
  - [Reach-In Closets](#)
  - [Reach-In Closet Gallery](#)
- [Garages](#)
  - [Garage Cabinets](#)
  - [Garage Cabinet Gallery](#)
  - [Flooring](#)
  - [Wall Organizing](#)
- [Home Offices](#)
  - [Home Offices](#)
  - [Home Office Gallery](#)
- [WallBeds](#)
  - [WallBeds](#)
  - [Wallbed Gallery](#)
- [Media Centers](#)
  - [Media Centers](#)
  - [Media Center Gallery](#)
- [Laundry Rooms](#)
  - [Laundry Rooms](#)
  - [Laundry Gallery](#)
- [Panttries](#)
  - [Panttries](#)
  - [Pantry Gallery](#)
- [Hobby Rooms](#)
  - [Hobby Rooms](#)
  - [Hobby Gallery](#)


Monthly Screenshots of the  
Closets By Design, Inc. Website Homepage  
as Captured by Archive.org

September 29, 2019

Search for:    
[Own a Franchise](#)  
[Français](#)  
[Choose a location near you](#)  
[Logo](#) [Logo](#) [Logo](#) [Logo](#) [Logo](#)  
40% Off plus Free Installation. [Click here to learn more.](#)  
Call Closet by Design 1-800-500-9210 [Let's Get Started](#)

- [Home](#)
- [Closets](#)
  - [Walk-In Closets](#)
  - [Walk-In Closet Gallery](#)
  - [Reach-In Closets](#)
  - [Reach-In Closet Gallery](#)
- [Garages](#)
  - [Garage Cabinets](#)
  - [Garage Cabinet Gallery](#)
  - [Flooring](#)
  - [Wall Organizing](#)
- [Home Offices](#)
  - [Home Offices](#)
  - [Home Office Gallery](#)
- [WallBeds](#)
  - [WallBeds](#)
  - [Wallbed Gallery](#)
- [Media Centers](#)
  - [Media Centers](#)
  - [Media Center Gallery](#)
- [Laundry Rooms](#)
  - [Laundry Rooms](#)
  - [Laundry Gallery](#)
- [Pantries](#)
  - [Pantries](#)
  - [Pantry Gallery](#)
- [Hobby Rooms](#)
  - [Hobby Rooms](#)
  - [Hobby Room Gallery](#)

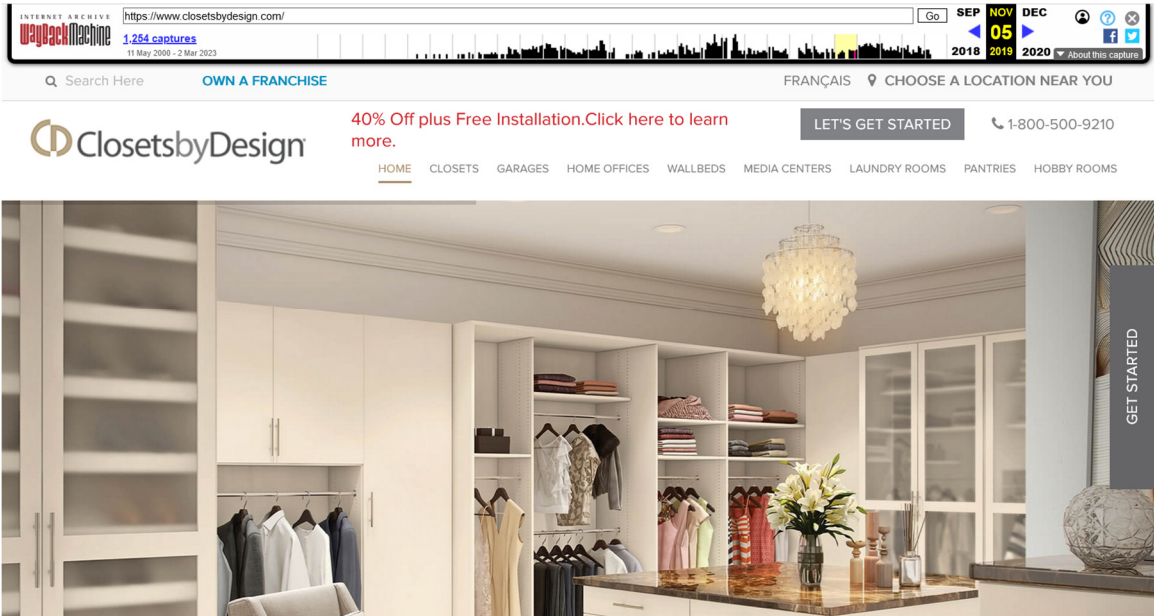
October 19, 2019

Search for:    
[Own a Franchise](#)  
[Français](#)  
[Choose a location near you](#)  
[Logo](#) [Logo](#) [Logo](#) [Logo](#) [Logo](#)  
40% Off plus Free Installation. [Click here to learn more.](#)  
Call Closet by Design 1-800-500-9210 [Let's Get Started](#)

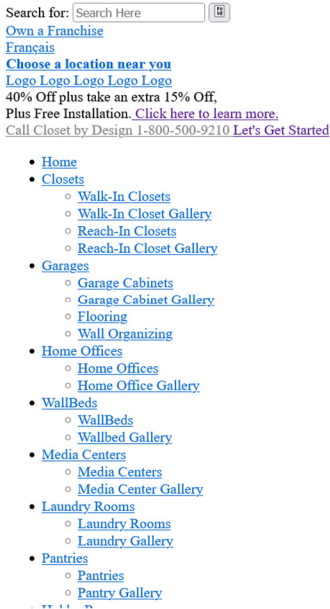
- [Home](#)
- [Closets](#)
  - [Walk-In Closets](#)
  - [Walk-In Closet Gallery](#)
  - [Reach-In Closets](#)
  - [Reach-In Closet Gallery](#)
- [Garages](#)
  - [Garage Cabinets](#)
  - [Garage Cabinet Gallery](#)
  - [Flooring](#)
  - [Wall Organizing](#)
- [Home Offices](#)
  - [Home Offices](#)
  - [Home Office Gallery](#)
- [WallBeds](#)
  - [WallBeds](#)
  - [Wallbed Gallery](#)
- [Media Centers](#)
  - [Media Centers](#)
  - [Media Center Gallery](#)
- [Laundry Rooms](#)
  - [Laundry Rooms](#)
  - [Laundry Gallery](#)
- [Pantries](#)
  - [Pantries](#)
  - [Pantry Gallery](#)
- [Hobby Rooms](#)
  - [Hobby Rooms](#)
  - [Hobby Room Gallery](#)

Monthly Screenshots of the Closets By Design, Inc. Website Homepage as Captured by Archive.org

November 5, 2019

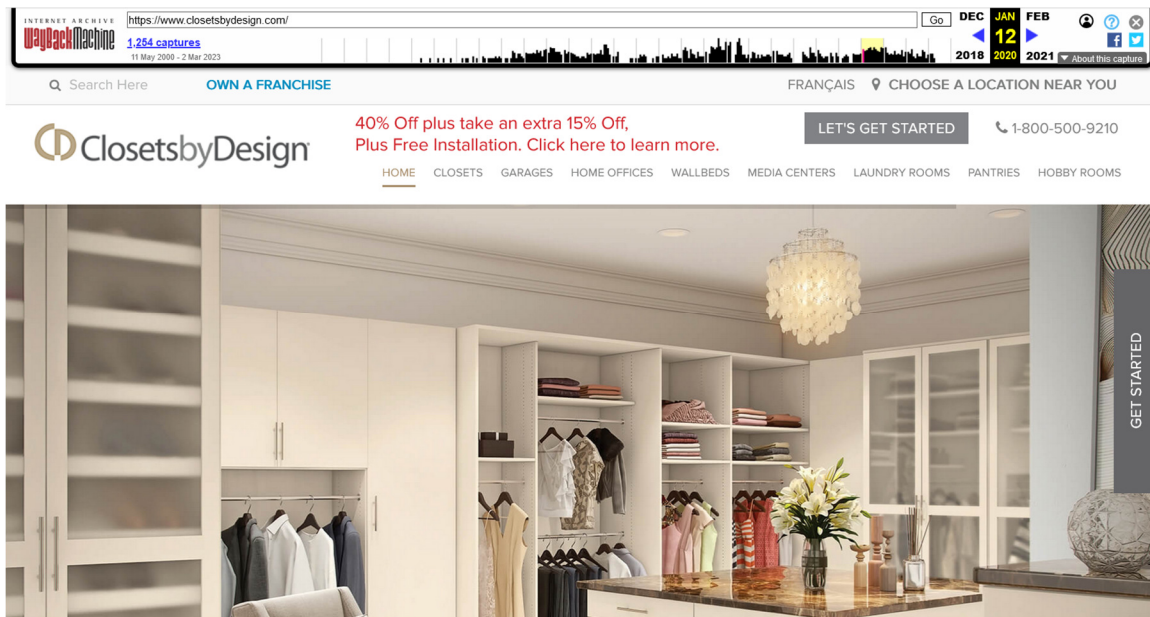


December 5, 2019

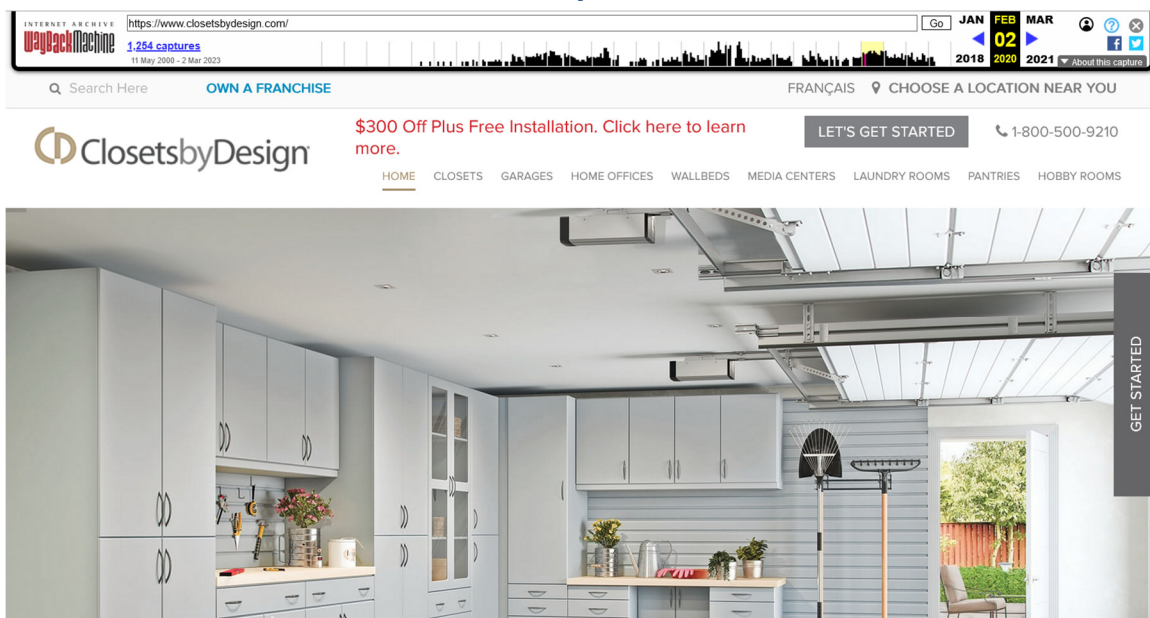


## Monthly Screenshots of the Closets By Design, Inc. Website Homepage as Captured by Archive.org

January 12, 2020




February 2, 2020






## Monthly Screenshots of the Closets By Design, Inc. Website Homepage as Captured by Archive.org

March 1, 2020

Search for:    
[Own a Franchise](#)  
[Français](#)  
[Choose a location near you](#)  
[Logo Logo Logo Logo](#)  
**\$300 Off Plus Free Installation. [Click here to learn more.](#)**  
[Call Closet by Design 1-800-500-9210](#) [Let's Get Started](#)

- [Home](#)
- [Closets](#)
  - [Walk-In Closets](#)
  - [Walk-In Closet Gallery](#)
  - [Reach-In Closets](#)
  - [Reach-In Closet Gallery](#)
- [Garages](#)
  - [Garage Cabinets](#)
  - [Garage Cabinet Gallery](#)
  - [Flooring](#)
  - [Wall Organizing](#)
- [Home Offices](#)
  - [Home Offices](#)
  - [Home Office Gallery](#)
- [WallBeds](#)
  - [WallBeds](#)
  - [Wallbed Gallery](#)
- [Media Centers](#)
  - [Media Centers](#)
  - [Media Center Gallery](#)
- [Laundry Rooms](#)
  - [Laundry Rooms](#)
  - [Laundry Gallery](#)
- [Pantries](#)
  - [Pantries](#)
  - [Pantry Gallery](#)
- [Hobby Rooms](#)
  - [Hobby Rooms](#)


April 2, 2020

Search for:    
[Own a Franchise](#)  
[Français](#)  
[Choose a location near you](#)  
[Logo Logo Logo Logo](#)  
**40% + 15% Off, Free Installation. [Click here to learn more.](#)**  
[Call Closet by Design 1-800-500-9210](#) [Let's Get Started](#)

- [Home](#)
- [Closets](#)
  - [Walk-In Closets](#)
  - [Walk-In Closet Gallery](#)
  - [Reach-In Closets](#)
  - [Reach-In Closet Gallery](#)
- [Garages](#)
  - [Garage Cabinets](#)
  - [Garage Cabinet Gallery](#)
  - [Flooring](#)
  - [Wall Organizing](#)
- [Home Offices](#)
  - [Home Offices](#)
  - [Home Office Gallery](#)
- [WallBeds](#)
  - [WallBeds](#)
  - [Wallbed Gallery](#)
- [Media Centers](#)
  - [Media Centers](#)
  - [Media Center Gallery](#)
- [Laundry Rooms](#)
  - [Laundry Rooms](#)
  - [Laundry Gallery](#)
- [Pantries](#)
  - [Pantries](#)
  - [Pantry Gallery](#)
- [Hobby Rooms](#)
  - [Hobby Rooms](#)

Monthly Screenshots of the  
Closets By Design, Inc. Website Homepage  
as Captured by Archive.org


May 5, 2020

Search for:  

[Own a Franchise](#)  
[Français](#)  
[Choose a location near you](#)  
[Logo](#) [Logo](#) [Logo](#) [Logo](#)  
40% + 15% Off, Free Installation. [Click here to learn more.](#)  
Call Closet by Design 1-800-500-9210 [Let's Get Started](#)

- [Home](#)
- [Closets](#)
  - [Walk-In Closets](#)
  - [Walk-In Closet Gallery](#)
  - [Reach-In Closets](#)
  - [Reach-In Closet Gallery](#)
- [Garages](#)
  - [Garage Cabinets](#)
  - [Garage Cabinet Gallery](#)
  - [Flooring](#)
  - [Wall Organizing](#)
- [Home Offices](#)
  - [Home Offices](#)
  - [Home Office Gallery](#)
- [WallBeds](#)
  - [WallBeds](#)
  - [Wallbed Gallery](#)
- [Media Centers](#)
  - [Media Centers](#)
  - [Media Center Gallery](#)
- [Laundry Rooms](#)
  - [Laundry Rooms](#)
  - [Laundry Gallery](#)
- [Pantries](#)
  - [Pantries](#)
  - [Pantry Gallery](#)
- [Hobby Rooms](#)
  - [Hobby Rooms](#)

June 2, 2020

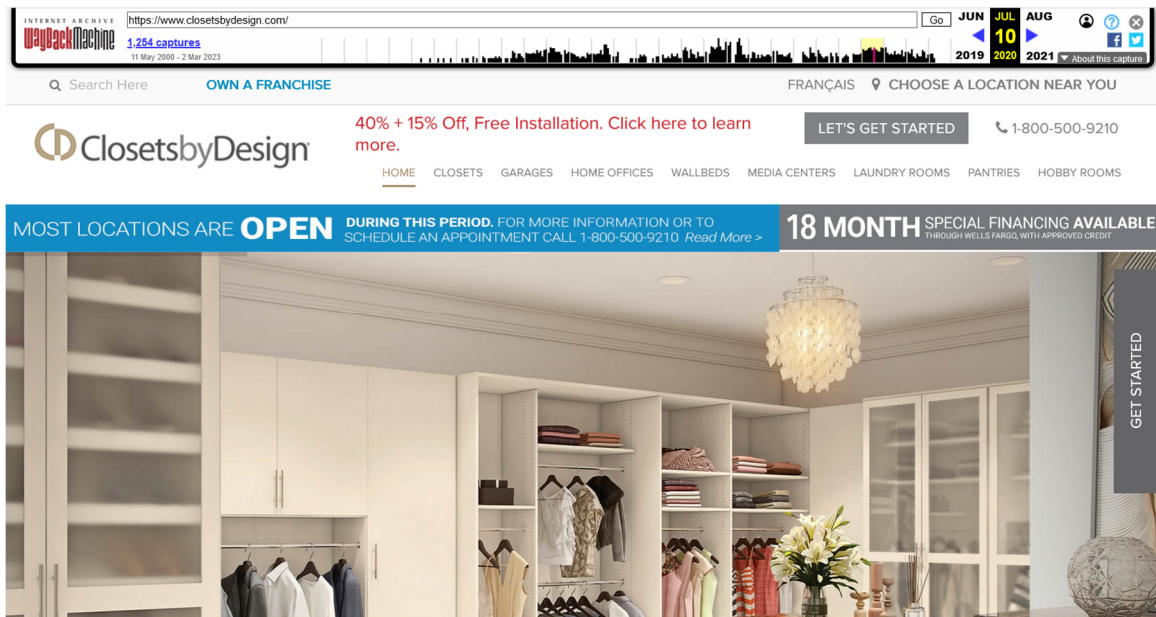
Search for:  

[Own a Franchise](#)  
[Français](#)  
[Choose a location near you](#)  
[Logo](#) [Logo](#) [Logo](#) [Logo](#)  
40% + 15% Off, Free Installation. [Click here to learn more.](#)  
Call Closet by Design 1-800-500-9210 [Let's Get Started](#)

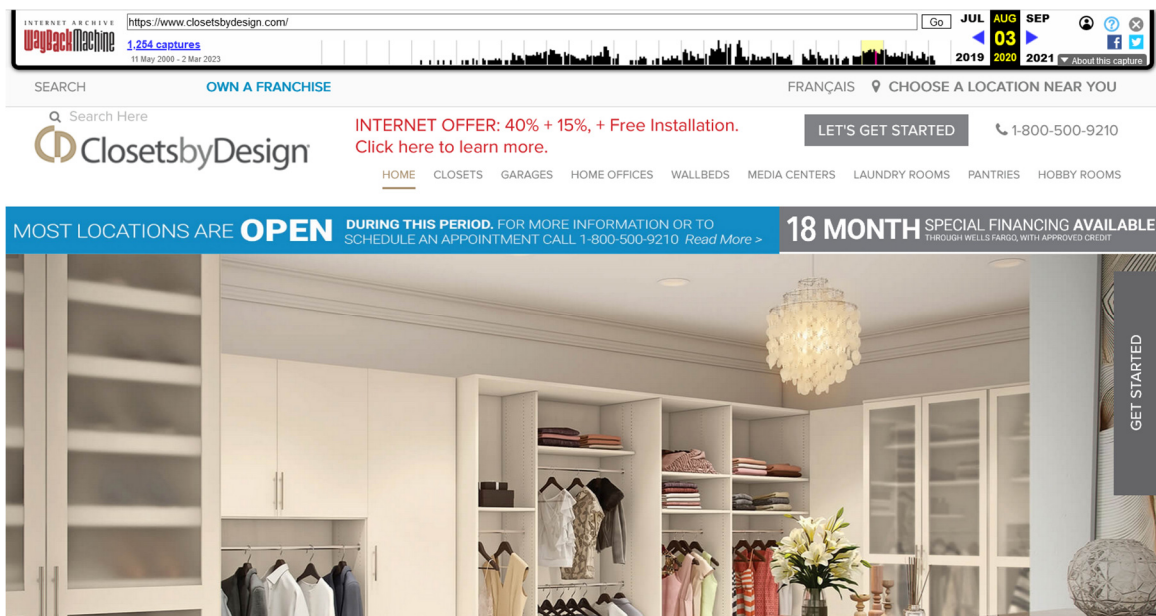
- [Home](#)
- [Closets](#)
  - [Walk-In Closets](#)
  - [Walk-In Closet Gallery](#)
  - [Reach-In Closets](#)
  - [Reach-In Closet Gallery](#)
- [Garages](#)
  - [Garage Cabinets](#)
  - [Garage Cabinet Gallery](#)
  - [Flooring](#)
  - [Wall Organizing](#)
- [Home Offices](#)
  - [Home Offices](#)
  - [Home Office Gallery](#)
- [WallBeds](#)
  - [WallBeds](#)
  - [Wallbed Gallery](#)
- [Media Centers](#)
  - [Media Centers](#)
  - [Media Center Gallery](#)
- [Laundry Rooms](#)
  - [Laundry Rooms](#)
  - [Laundry Gallery](#)
- [Pantries](#)
  - [Pantries](#)
  - [Pantry Gallery](#)
- [Hobby Rooms](#)
  - [Hobby Rooms](#)

## Monthly Screenshots of the Closets By Design, Inc. Website Homepage as Captured by Archive.org

July 10, 2020




August 3, 2020



## Monthly Screenshots of the Closets By Design, Inc. Website Homepage as Captured by Archive.org

September 4, 2020

Search for:    
[Own a Franchise](#)  
[Français](#)  
[Choose a location near you](#)  
[Logo](#) [Logo](#) [Logo](#) [Logo](#) [Logo](#)


Follow us:



INTERNET OFFER: 40% + 15%, + Free Installation. [Click here to learn more.](#)  
Call Closet by Design 1-800-500-9210 [Let's Get Started](#)

- [Home](#)
- [Closets](#)
  - [Walk-In Closets](#)
  - [Walk-In Closet Gallery](#)
  - [Reach-In Closets](#)
  - [Reach-In Closet Gallery](#)
- [Garages](#)
  - [Garage Cabinets](#)
  - [Garage Cabinet Gallery](#)
  - [Flooring](#)
  - [Wall Organizing](#)
- [Home Offices](#)
  - [Home Offices](#)
  - [Home Office Gallery](#)
- [WallBeds](#)
  - [WallBeds](#)
  - [Wallbed Gallery](#)
- [Media Centers](#)
  - [Media Centers](#)
  - [Media Center Gallery](#)
- [Laundry Rooms](#)
  - [Laundry Rooms](#)
  - [Laundry Gallery](#)
- [Pantries](#)
  - [Pantries](#)
  - [Pantry Gallery](#)

October 1, 2020

Search for:    
[Own a Franchise](#)  
[Français](#)  
[Choose a location near you](#)  
[Logo](#) [Logo](#) [Logo](#) [Logo](#) [Logo](#)

Follow us:




INTERNET OFFER: 40% + Free Installation. [Click here to learn more.](#)  
Call Closet by Design 1-800-500-9210 [Let's Get Started](#)

- [Home](#)
- [Closets](#)
  - [Walk-In Closets](#)
  - [Walk-In Closet Gallery](#)
  - [Reach-In Closets](#)
  - [Reach-In Closet Gallery](#)
- [Garages](#)
  - [Garage Cabinets](#)
  - [Garage Cabinet Gallery](#)
  - [Flooring](#)
  - [Wall Organizing](#)
- [Home Offices](#)
  - [Home Offices](#)
  - [Home Office Gallery](#)
- [WallBeds](#)
  - [WallBeds](#)
  - [Wallbed Gallery](#)
- [Media Centers](#)
  - [Media Centers](#)
  - [Media Center Gallery](#)
- [Laundry Rooms](#)
  - [Laundry Rooms](#)
  - [Laundry Gallery](#)
- [Pantries](#)
  - [Pantries](#)
  - [Pantry Gallery](#)



## Monthly Screenshots of the Closets By Design, Inc. Website Homepage as Captured by Archive.org October 3, 2020

Search for:    
[Own a Franchise](#)  
[Français](#)  
[Choose a location near you](#)  
[Logo](#) [Logo](#) [Logo](#) [Logo](#) [Logo](#)

Follow us:   

INTERNET OFFER: 40% + Free Installation. [Click here to learn more.](#)  
Call Closet by Design 1-800-500-9210 [Let's Get Started](#)

- [Home](#)
- [Closets](#)
  - [Walk-In Closets](#)
  - [Walk-In Closet Gallery](#)
  - [Reach-In Closets](#)
  - [Reach-In Closet Gallery](#)
- [Garages](#)
  - [Garage Cabinets](#)
  - [Garage Cabinet Gallery](#)
  - [Flooring](#)
  - [Wall Organizing](#)
- [Home Offices](#)
  - [Home Offices](#)
  - [Home Office Gallery](#)
- [WallBeds](#)
  - [WallBeds](#)
  - [Wallbed Gallery](#)
- [Media Centers](#)
  - [Media Centers](#)
  - [Media Center Gallery](#)
- [Laundry Rooms](#)
  - [Laundry Rooms](#)
  - [Laundry Gallery](#)
- [Pantries](#)
  - [Pantries](#)
  - [Pantry Gallery](#)

## November 1, 2020

INTERNET ARCHIVE

<https://www.closetsbydesign.com/>

Go

OCT NOV DEC


2019 2020 2021

1,254 captures

11 May 2020 - 2 Mar 2023

About this capture




Q Search Here

FRANÇAIS  CHOOSE A LOCATION NEAR YOU

INTERNET OFFER: 40% + Free Installation. [Click here to learn more.](#)

LET'S GET STARTED

1-800-500-9210

Follow us:   

HOME CLOSETS GARAGES HOME OFFICES WALLBEDS MEDIA CENTERS LAUNDRY ROOMS PANTRIES HOBBY ROOMS

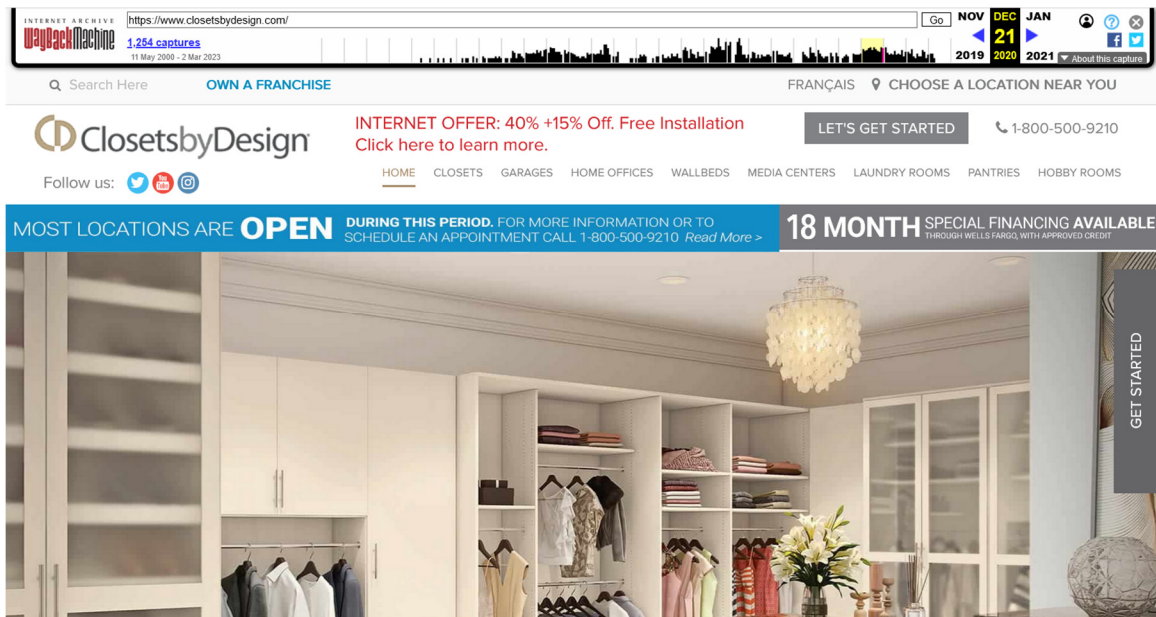
MOST LOCATIONS ARE **OPEN** DURING THIS PERIOD. FOR MORE INFORMATION OR TO SCHEDULE AN APPOINTMENT CALL 1-800-500-9210 [Read More >](#)

**12 MONTH** SPECIAL FINANCING AVAILABLE THROUGH WELLS FARGO, WITH APPROVED CREDIT

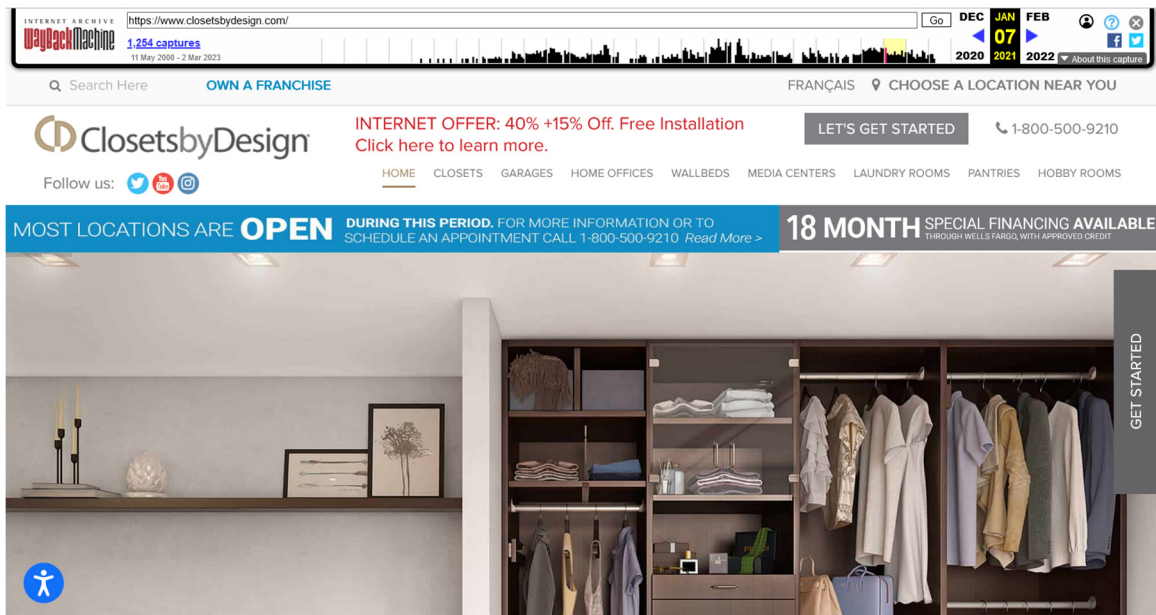
GET STARTED

## Monthly Screenshots of the Closets By Design, Inc. Website Homepage as Captured by Archive.org

December 21, 2020

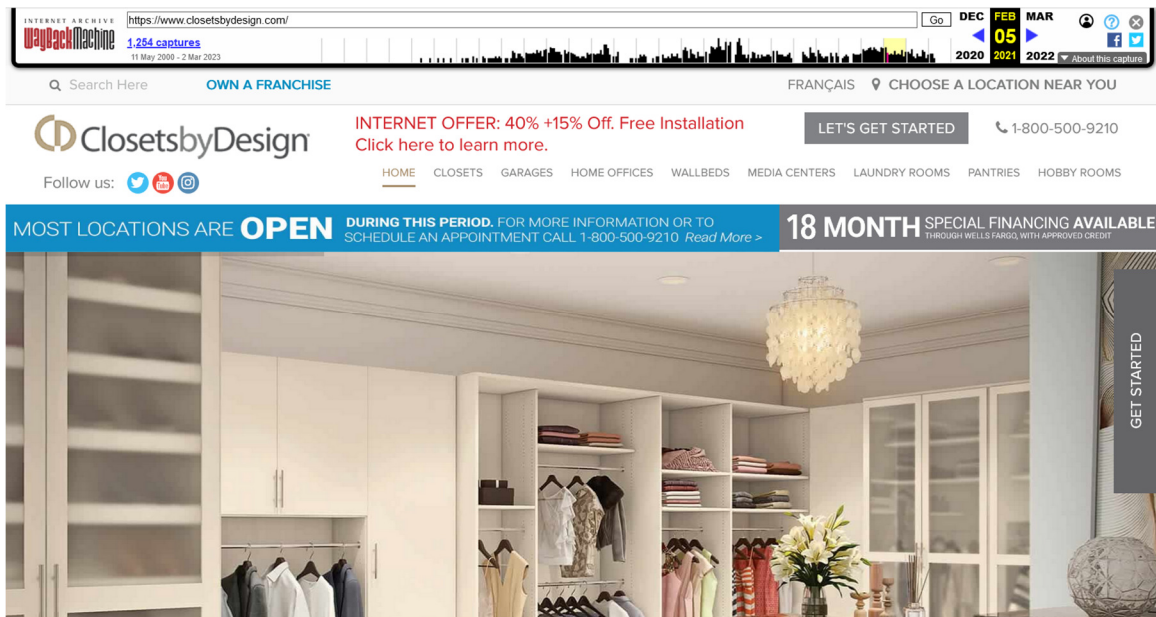


January 7, 2021

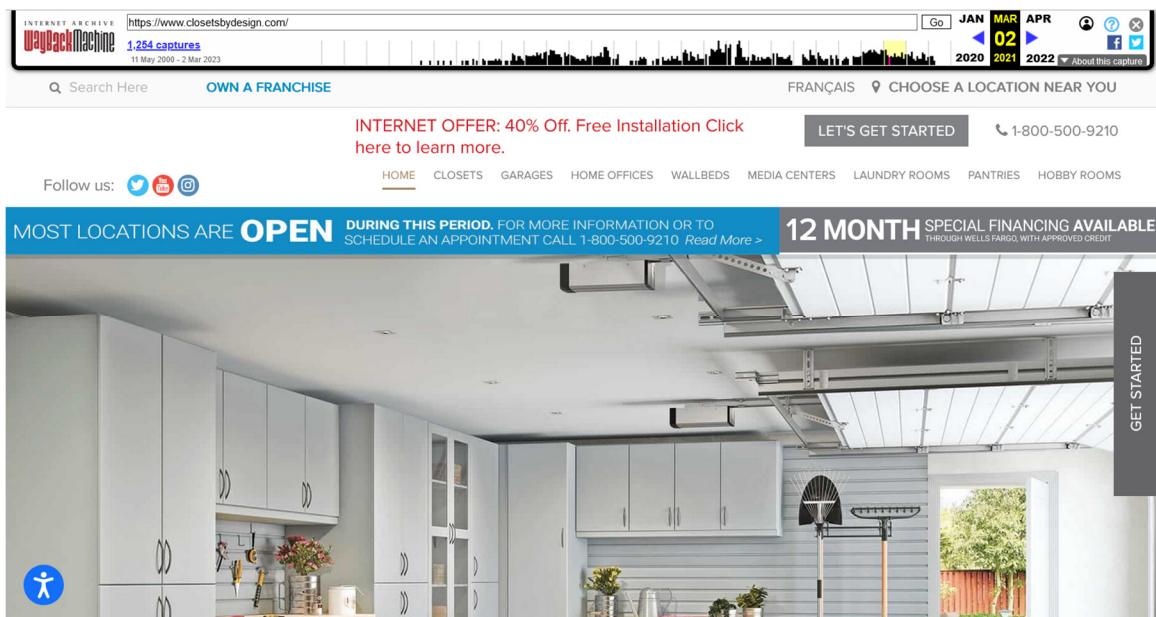


## Monthly Screenshots of the Closets By Design, Inc. Website Homepage as Captured by Archive.org

February 5, 2021

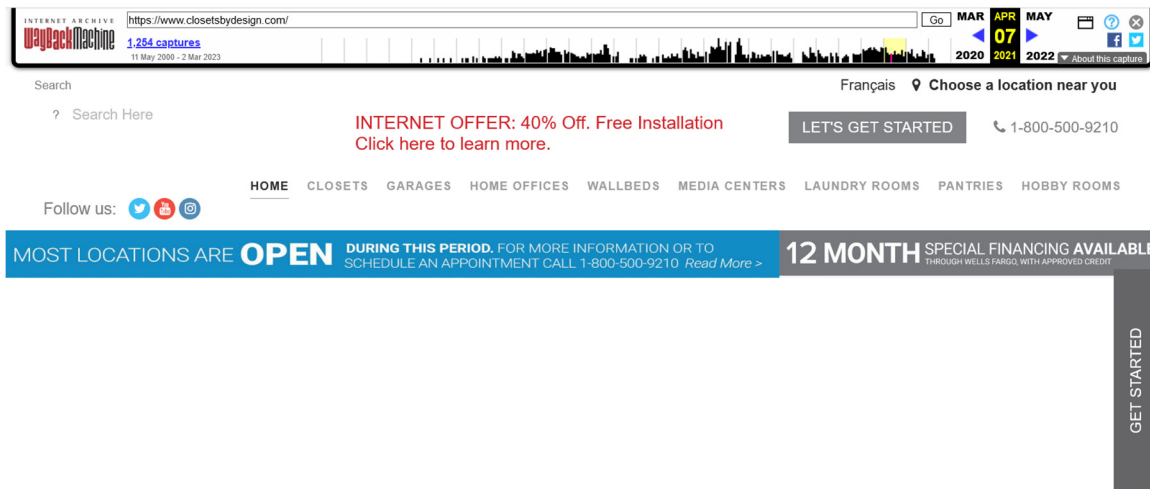


March 2, 2021

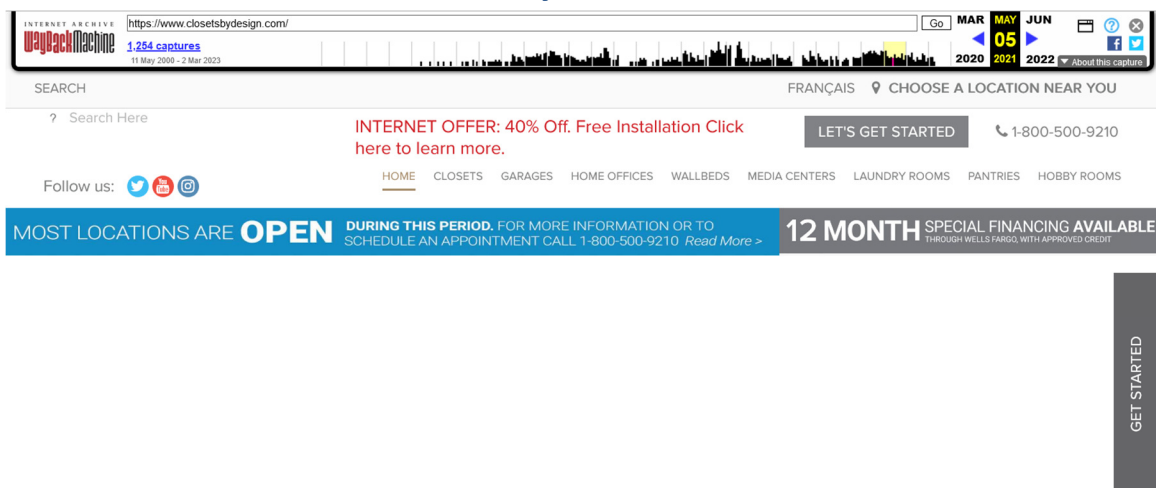


## Monthly Screenshots of the Closets By Design, Inc. Website Homepage as Captured by Archive.org

April 7, 2021



May 5, 2021





Monthly Screenshots of the  
Closets By Design, Inc. Website Homepage  
as Captured by Archive.org

June 17, 2021

INTERNET ARCHIVE  
Wayback Machine

https://www.closetsbydesign.com/

Go

MAY JUN JUL

2020 2021 2022

About this capture

1,254 captures

11 May 2000 - 2 Mar 2023


SEARCH

OWN A FRANCHISE

FRANÇAIS

CHOOSE A LOCATION NEAR YOU

Search Here




 ClosetsbyDesign

INTERNET OFFER: 40% + 15% Off. Free Installation  
Click here to learn more.

LET'S GET STARTED

1-800-500-9210

Follow us:



HOME CLOSETS GARAGES HOME OFFICES WALLBEDS MEDIA CENTERS LAUNDRY ROOMS PANTRIES HOBBY ROOMS

MOST LOCATIONS ARE OPEN DURING THIS PERIOD. FOR MORE INFORMATION OR TO SCHEDULE AN APPOINTMENT CALL 1-800-500-9210 Read More >

18 MONTH SPECIAL FINANCING AVAILABLE  
THROUGH WELLS FARGO, WITH APPROVED CREDIT

GET STARTED

July 7, 2021

INTERNET ARCHIVE  
Wayback Machine

https://www.closetsbydesign.com/

Go

MAY JUL AUG

2020 2021 2022

About this capture

1,254 captures

11 May 2000 - 2 Mar 2023


SEARCH

OWN A FRANCHISE

FRANÇAIS

CHOOSE A LOCATION NEAR YOU

Search Here




 ClosetsbyDesign

INTERNET OFFER: 40% + 15% Off. Free Installation  
Click here to learn more.

LET'S GET STARTED

1-800-500-9210

Follow us:



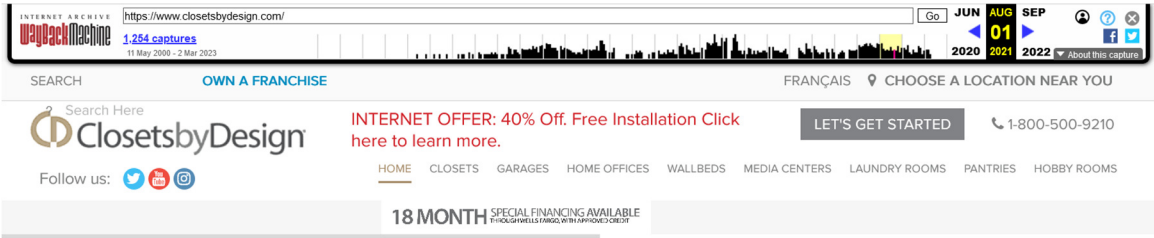
HOME CLOSETS GARAGES HOME OFFICES WALLBEDS MEDIA CENTERS LAUNDRY ROOMS PANTRIES HOBBY ROOMS

12 MONTH SPECIAL FINANCING AVAILABLE  
THROUGH WELLS FARGO, WITH APPROVED CREDIT

GET STARTED

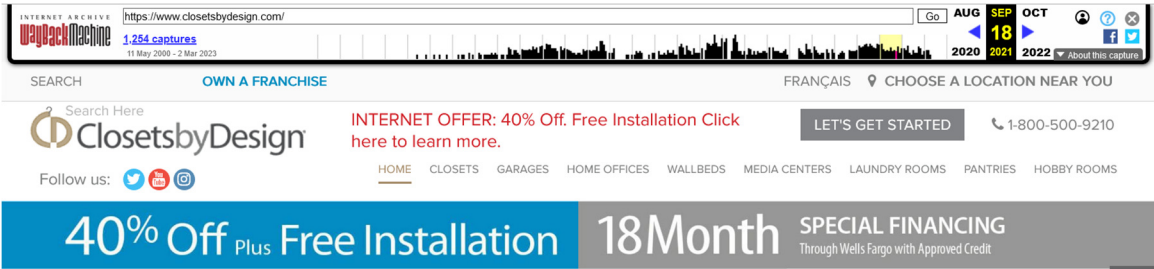
Monthly Screenshots of the  
Closets By Design, Inc. Website Homepage  
as Captured by Archive.org

August 1, 2021



GET STARTED

September 18, 2021

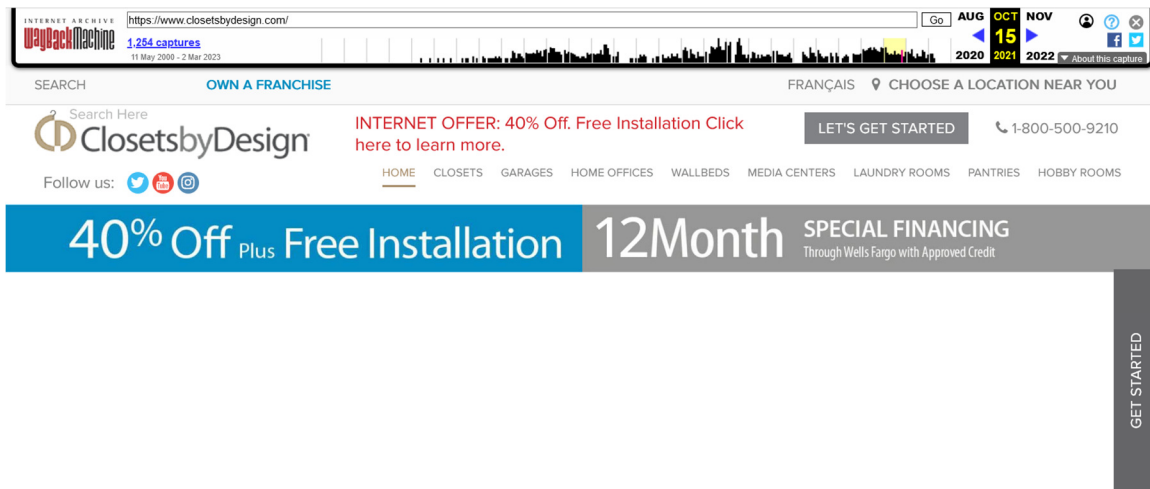


GET STARTED

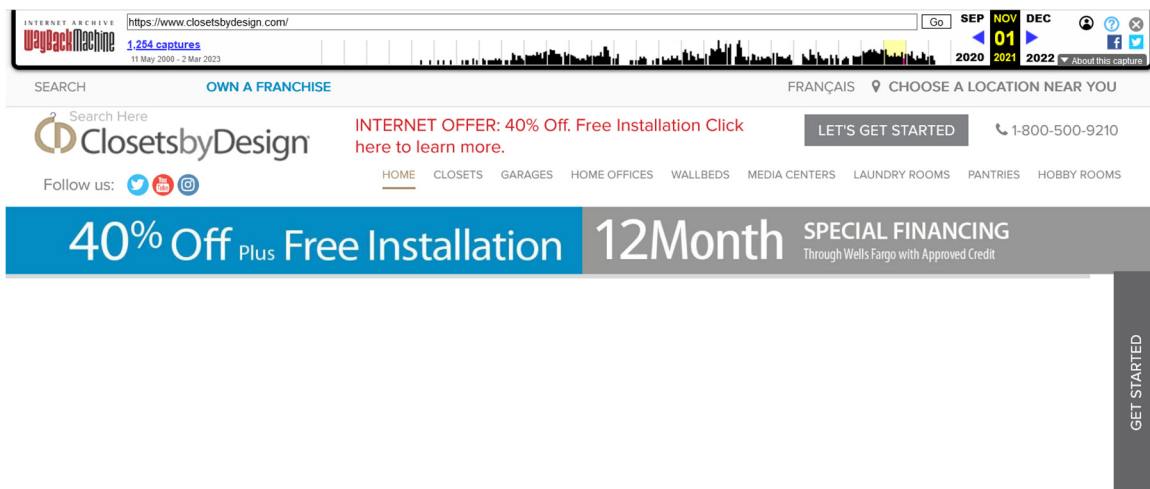


## Monthly Screenshots of the Closets By Design, Inc. Website Homepage as Captured by Archive.org

October 15, 2021



November 1, 2021




Monthly Screenshots of the  
Closets By Design, Inc. Website Homepage  
as Captured by Archive.org




December 19, 2021

Internet Archive Wayback Machine <https://www.closetsbydesign.com/> 1,284 captures 11 May 2000 - 2 Mar 2023

Go NOV DEC 19 JAN 2020 2021 2022 About this capture

SEARCH OWN A FRANCHISE FRANÇAIS CHOOSE A LOCATION NEAR YOU

Search Here  **INTERNET OFFER: 40%+15% Off. Free Installation**  
Click here to learn more. LET'S GET STARTED 1-800-500-9210

Follow us:   

HOME CLOSETS GARAGES HOME OFFICES WALLBEDS MEDIA CENTERS LAUNDRY ROOMS PANTRIES HOBBY ROOMS

**40+15% Off** Plus Free Installation **18Month** SPECIAL FINANCING  
Through Wells Fargo with Approved Credit


GET STARTED




January 26, 2022

Internet Archive Wayback Machine <https://www.closetsbydesign.com/> 1,284 captures 11 May 2000 - 2 Mar 2023

Go DEC JAN 26 MAR 2021 2022 2023 About this capture

SEARCH OWN A FRANCHISE FRANÇAIS CHOOSE A LOCATION NEAR YOU

Search Here  **INTERNET OFFER: 40%+15% Off. Free Installation**  
Click here to learn more. LET'S GET STARTED 1-800-500-9210

Follow us:   

HOME CLOSETS GARAGES HOME OFFICES WALLBEDS MEDIA CENTERS LAUNDRY ROOMS PANTRIES HOBBY ROOMS

**40+15% Off** Plus Free Installation **12Month** SPECIAL FINANCING  
Through Wells Fargo with Approved Credit

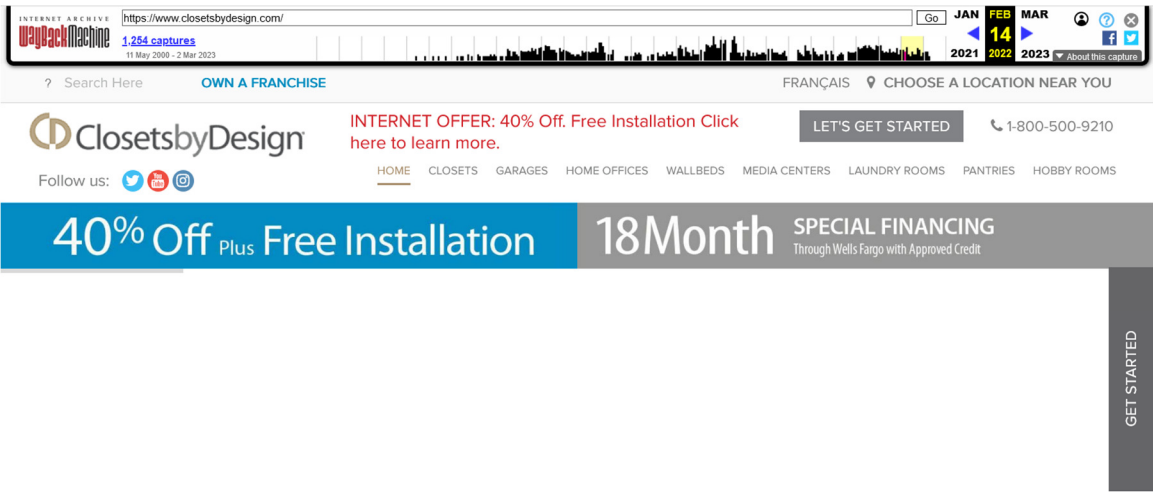
GET STARTED



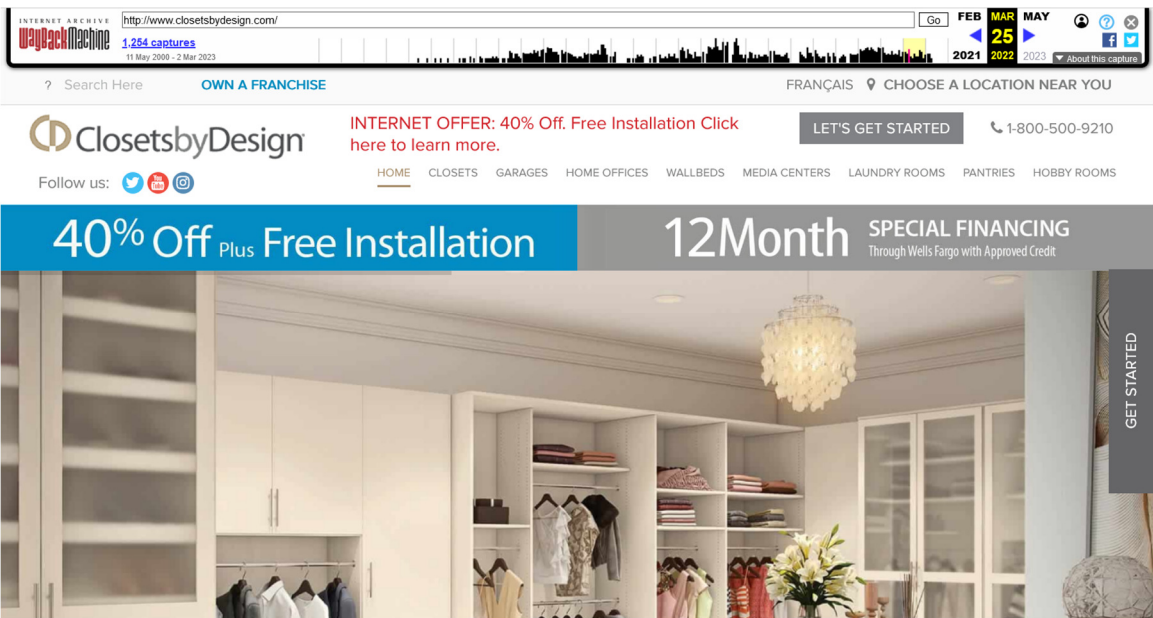


Monthly Screenshots of the  
Closets By Design, Inc. Website Homepage  
as Captured by Archive.org

February 14, 2022

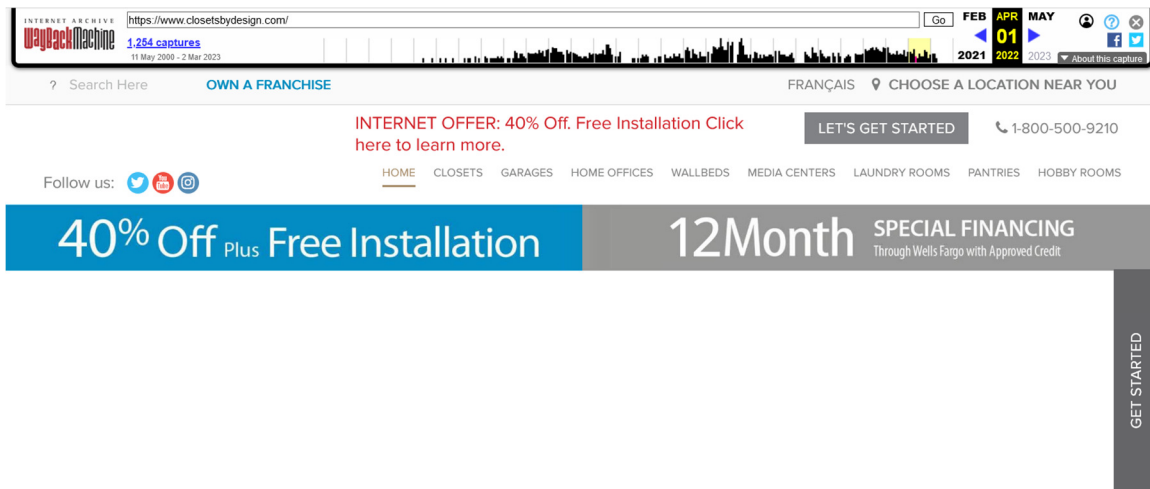


March 25, 2022

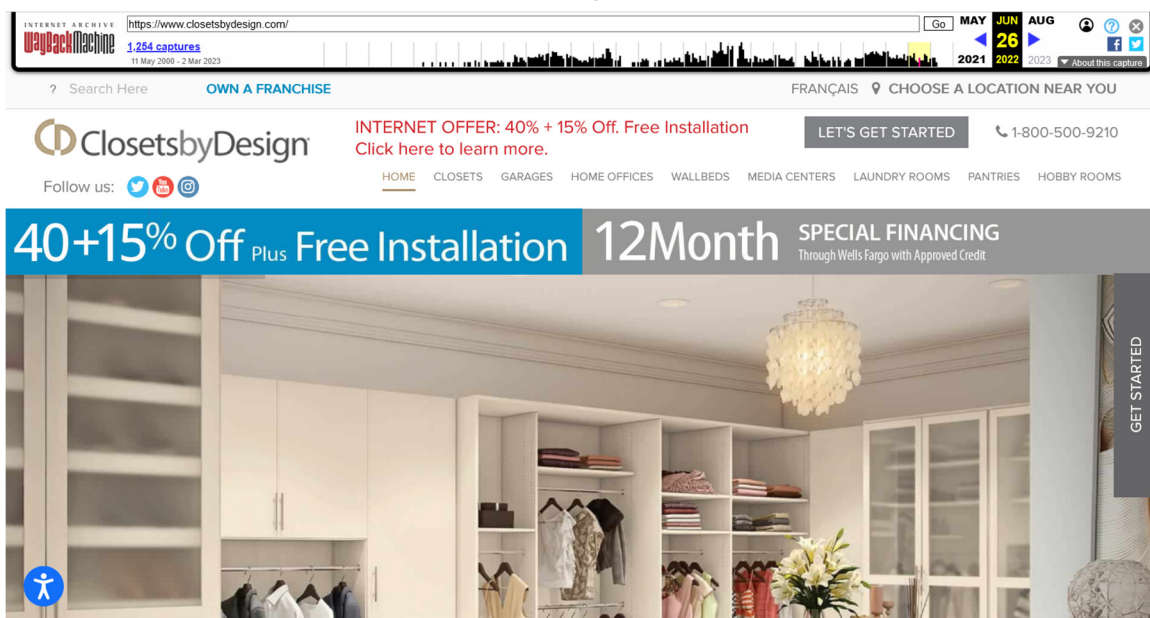


## Monthly Screenshots of the Closets By Design, Inc. Website Homepage as Captured by Archive.org

April 1, 2022

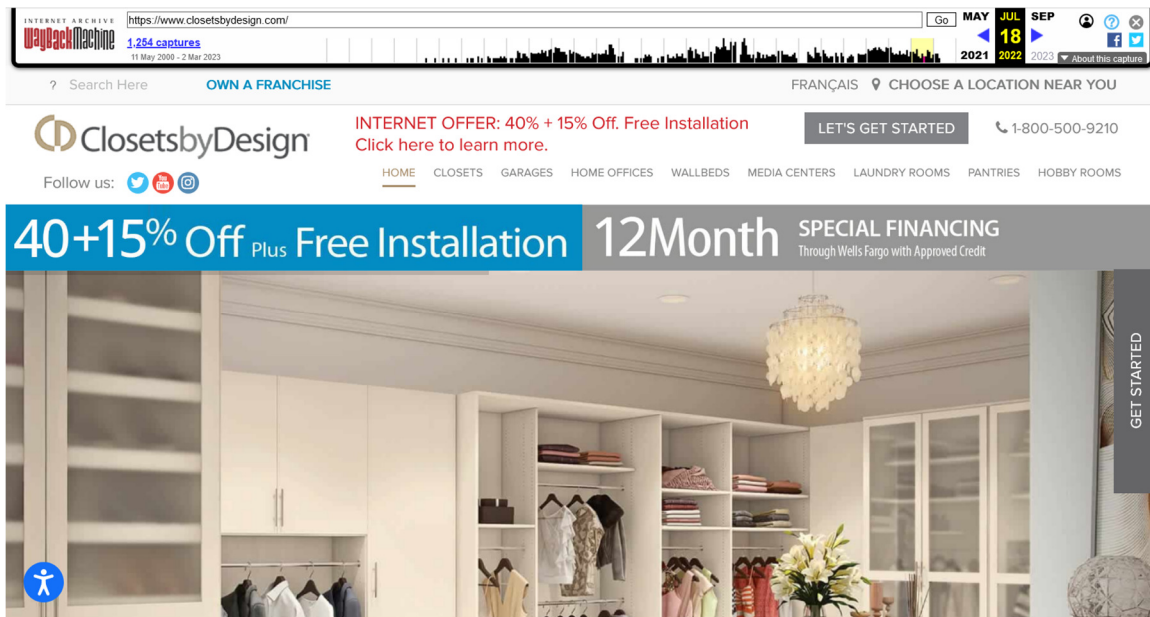


June 26, 2022

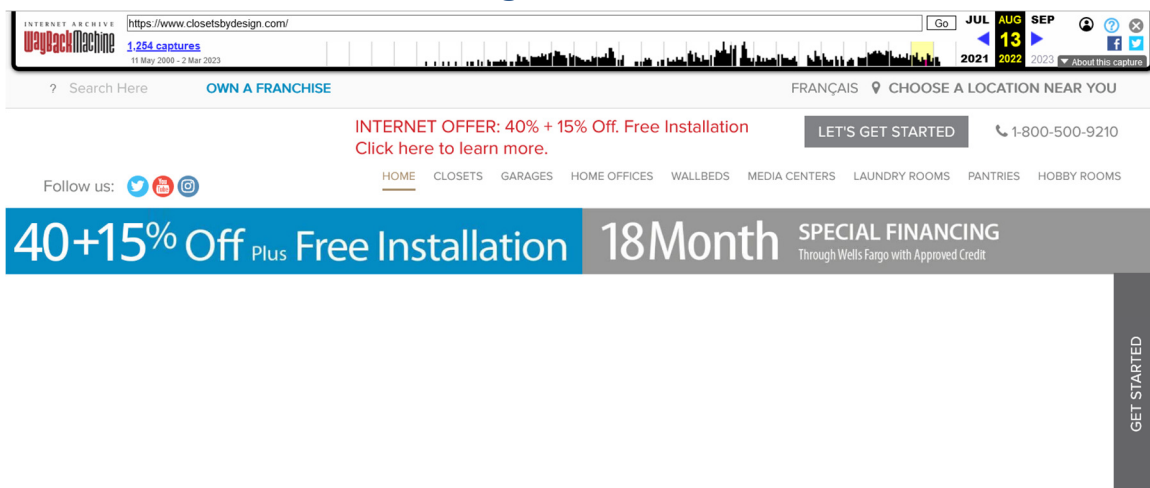


## Monthly Screenshots of the Closets By Design, Inc. Website Homepage as Captured by Archive.org

July 18, 2022

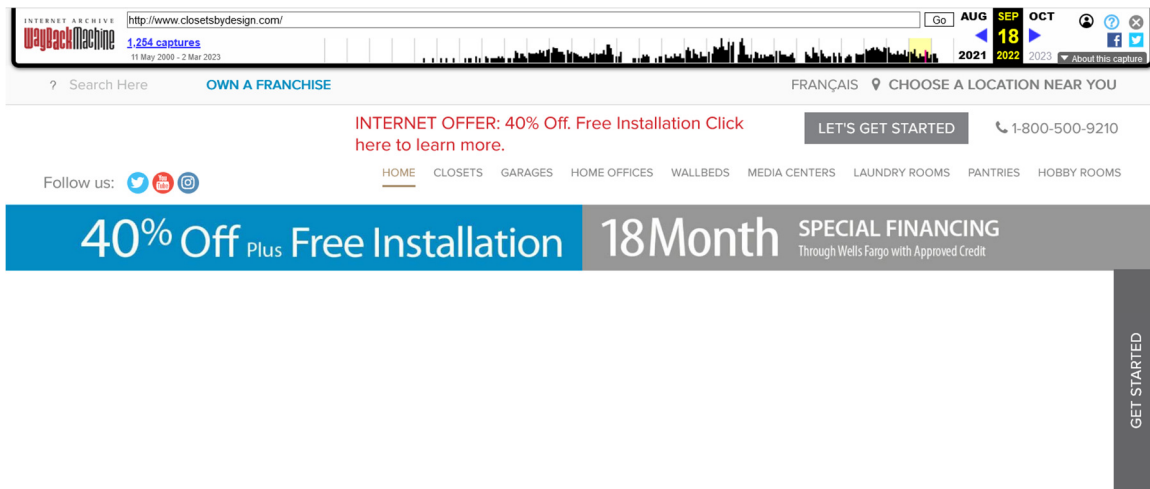


August 13, 2022

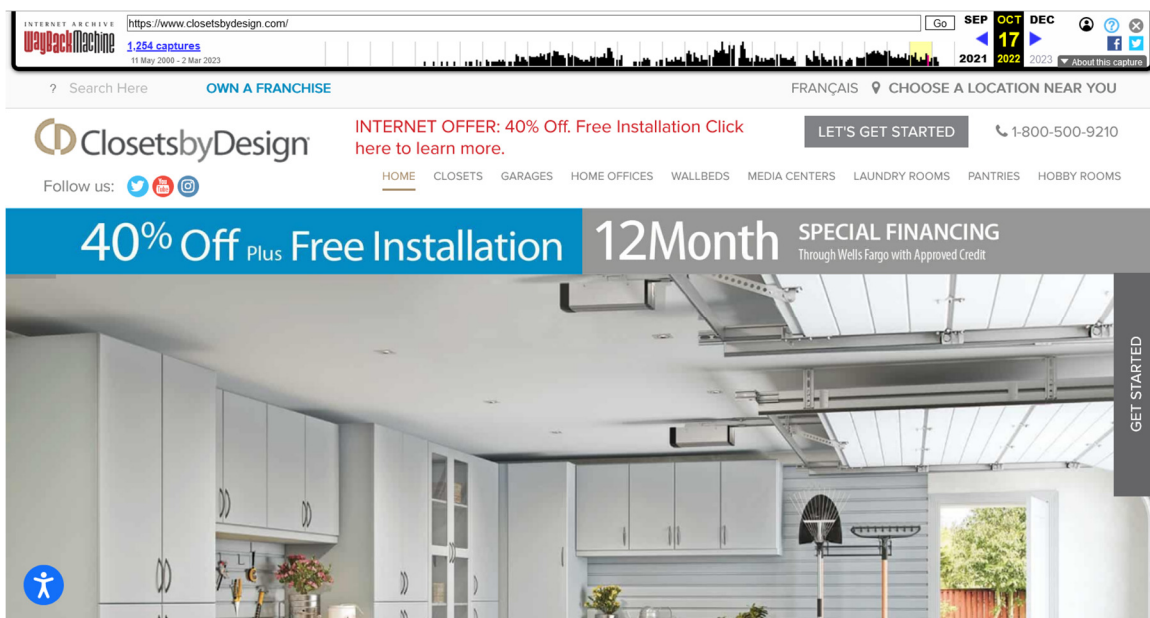


## Monthly Screenshots of the Closets By Design, Inc. Website Homepage as Captured by Archive.org

September 18, 2022



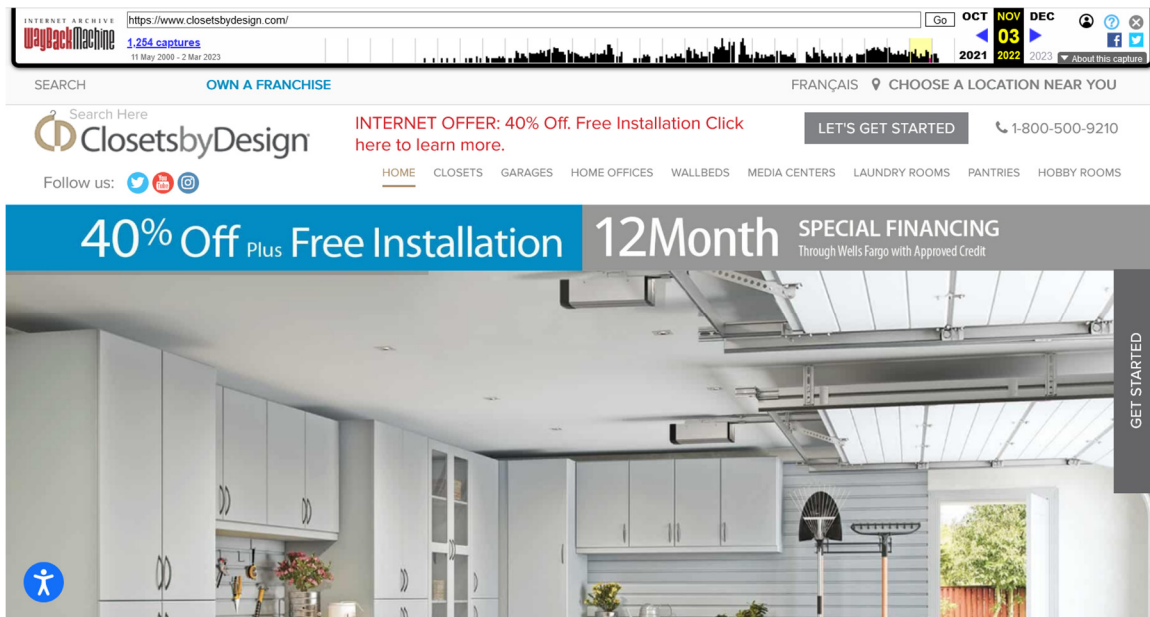
October 17, 2022



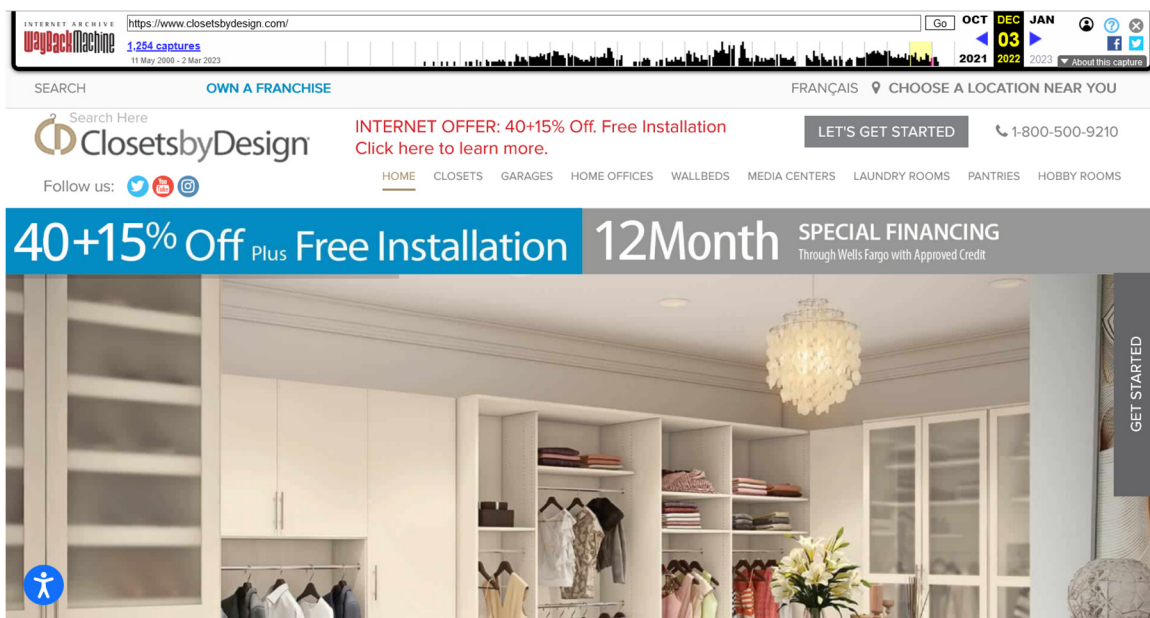


## Monthly Screenshots of the Closets By Design, Inc. Website Homepage as Captured by Archive.org

November 3, 2022

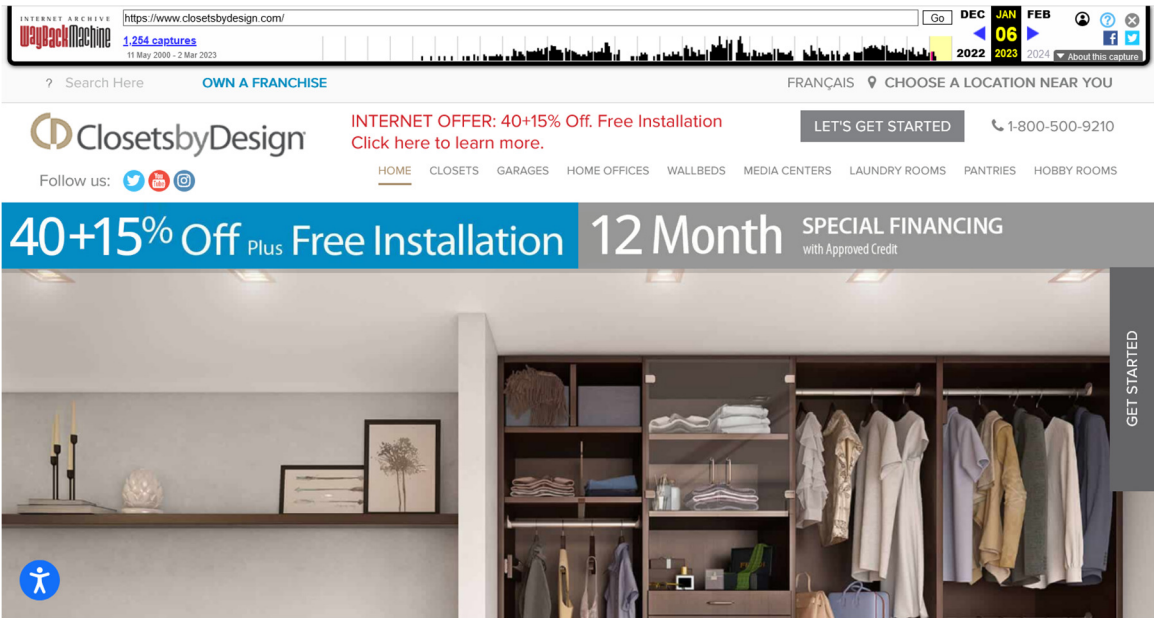


December 3, 2022

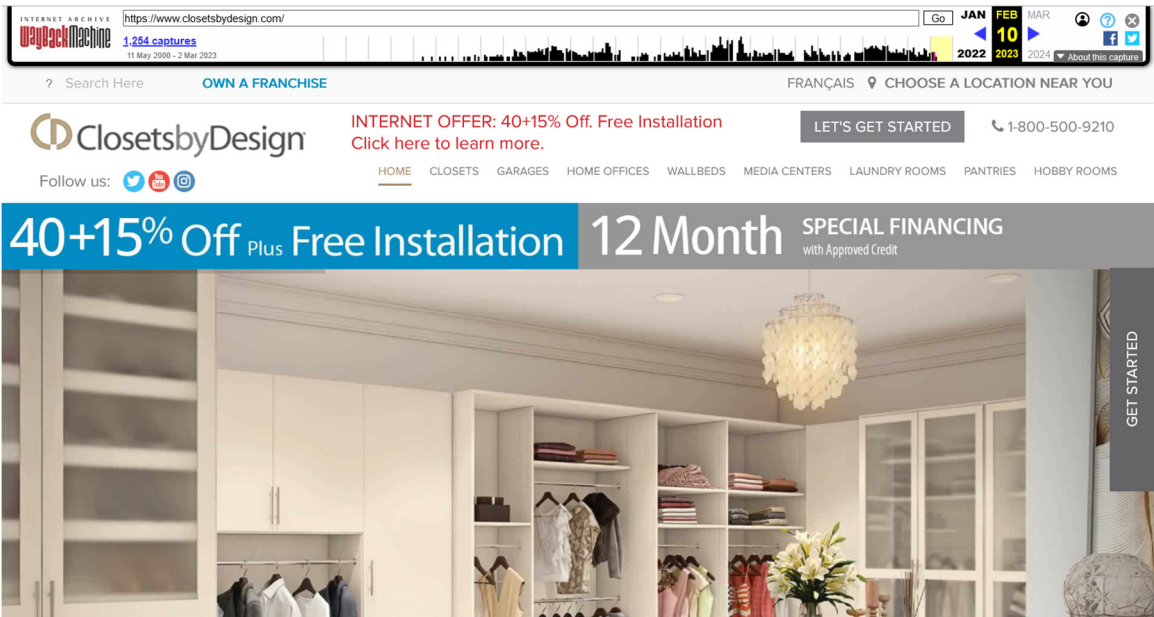


Monthly Screenshots of the  
Closets By Design, Inc. Website Homepage  
as Captured by Archive.org

January 6, 2023



February 10, 2023



*Casablanca Design Center, Inc., v. Closets by Design, et al.*  
U.S. District Court for the Central District of California

# EXHIBIT

# 15

## Samples of the Closets by Design's "Terms and Conditions" for its Perpetual "40% Off" Sale Offer

As published in September 2022



INTERNET OFFER: 40% Off. Free Installation Click here to learn more.

LET'S GET STARTED 800-897-3105

HOME CLOSETS GARAGES HOME OFFICES WALLBEDS MEDIA CENTERS LAUNDRY ROOMS PANTRIES HOBBY ROOMS

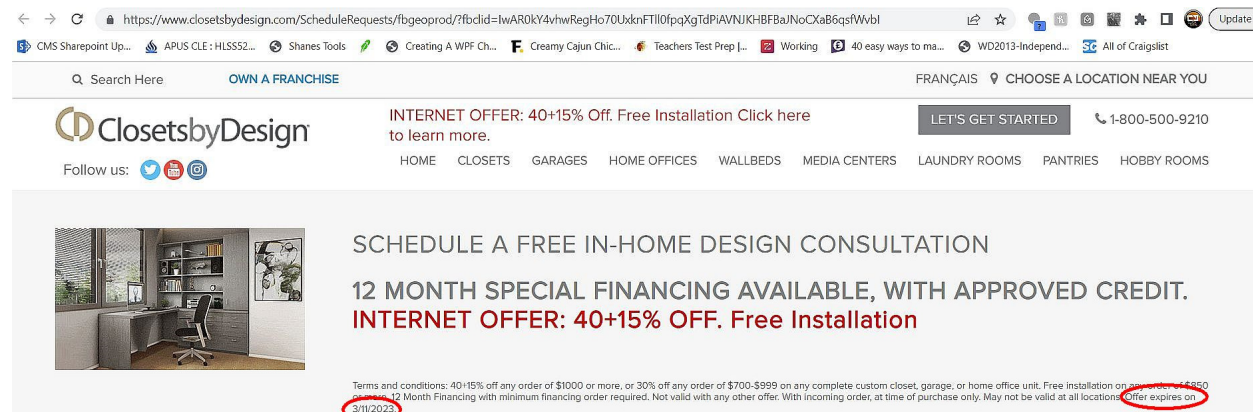
SCHEDULE A FREE IN-HOME DESIGN CONSULTATION

18 MONTH SPECIAL FINANCING AVAILABLE, WITH APPROVED CREDIT.

INTERNET OFFER: 40% OFF. Free Installation

Terms and conditions: 40% off any order of \$1000 or more, or 30% off any order of \$700-\$999 on any complete custom closet, garage, or home office unit. Free installation on any order of \$500 or more. 18 Month Financing with minimum financing order required. Not valid with any other offer. With incoming order, at time of purchase only. May not be valid at all locations. Offer expires in 30 Days. Financing expires September 30, 2022.

As published in March 2023



INTERNET OFFER: 40+15% Off. Free Installation Click here to learn more.

LET'S GET STARTED 1-800-500-9210

HOME CLOSETS GARAGES HOME OFFICES WALLBEDS MEDIA CENTERS LAUNDRY ROOMS PANTRIES HOBBY ROOMS

SCHEDULE A FREE IN-HOME DESIGN CONSULTATION

12 MONTH SPECIAL FINANCING AVAILABLE, WITH APPROVED CREDIT.

INTERNET OFFER: 40+15% OFF. Free Installation

Terms and conditions: 40+15% off any order of \$1000 or more, or 30% off any order of \$700-\$999 on any complete custom closet, garage, or home office unit. Free installation on any order of \$500 or more. 12 Month Financing with minimum financing order required. Not valid with any other offer. With incoming order, at time of purchase only. May not be valid at all locations. Offer expires on 3/31/2023.



*Casablanca Design Center, Inc., v. Closets by Design, et al.*  
U.S. District Court for the Central District of California

# EXHIBIT

# 16



## DECLARATION OF NATHANIEL E FRANK-WHITE

1. I am a Records Request Processor at the Internet Archive. I make this declaration of my own personal knowledge.
2. The Internet Archive is a website that provides access to a digital library of Internet sites and other cultural artifacts in digital form. Like a paper library, we provide free access to researchers, historians, scholars, and the general public. The Internet Archive has partnered with and receives support from various institutions, including the Library of Congress.
3. The Internet Archive has created a service known as the Wayback Machine. The Wayback Machine makes it possible to browse more than 450 billion pages stored in the Internet Archive's web archive. Visitors to the Wayback Machine can search archives by URL (i.e., a website address). If archived records for a URL are available, the visitor will be presented with a display of available dates. The visitor may select one of those dates, and begin browsing an archived version of the Web. Links on archived files in the Wayback Machine point to other archived files (whether HTML pages or other file types), if any are found for the URL indicated by a given link. For instance, the Wayback Machine is designed such that when a visitor clicks on a hyperlink on an archived page that points to another URL, the visitor will be served the archived file found for the hyperlink's URL with the closest available date to the initial file containing the hyperlink.
4. The archived data made viewable and browseable by the Wayback Machine is obtained by use of web archiving software that automatically stores copies of files available via the Internet, each file preserved as it existed at a particular point in time.
5. The Internet Archive assigns a URL on its site to the archived files in the format `http://web.archive.org/web/[Year in yyyy][Month in mm][Day in dd][Time code in hh:mm:ss]/[Archived URL]` aka an "extended URL". Thus, the extended URL `http://web.archive.org/web/19970126045828/http://www.archive.org/` would be the URL for the record of the Internet Archive home page HTML file (`http://www.archive.org/`) archived on January 26, 1997 at 4:58 a.m. and 28 seconds (1997/01/26 at 04:58:28). The date indicated by an extended URL applies to a preserved instance of a file for a given URL, but not necessarily to any other files linked therein. Thus, in the case of a page constituted by a primary HTML file and other separate files (e.g., files with images, audio, multimedia, design elements, or other embedded content) linked within that primary HTML file, the primary HTML file and the other files will each have their own respective extended URLs and may not have been archived on the same dates.
6. Attached hereto as Exhibit A are true and accurate copies of screenshots of the Internet Archive's records of the archived files for the URLs and the dates specified in the attached coversheet of each printout.



7. I declare under penalty of perjury that the foregoing is true and correct.

DATE: April 4, 2023

Nathaniel E Frank-White  
Nathaniel E Frank-White

# EXHIBIT A



<https://web.archive.org/web/20210815132232/https://www.closetsbydesign.com/>

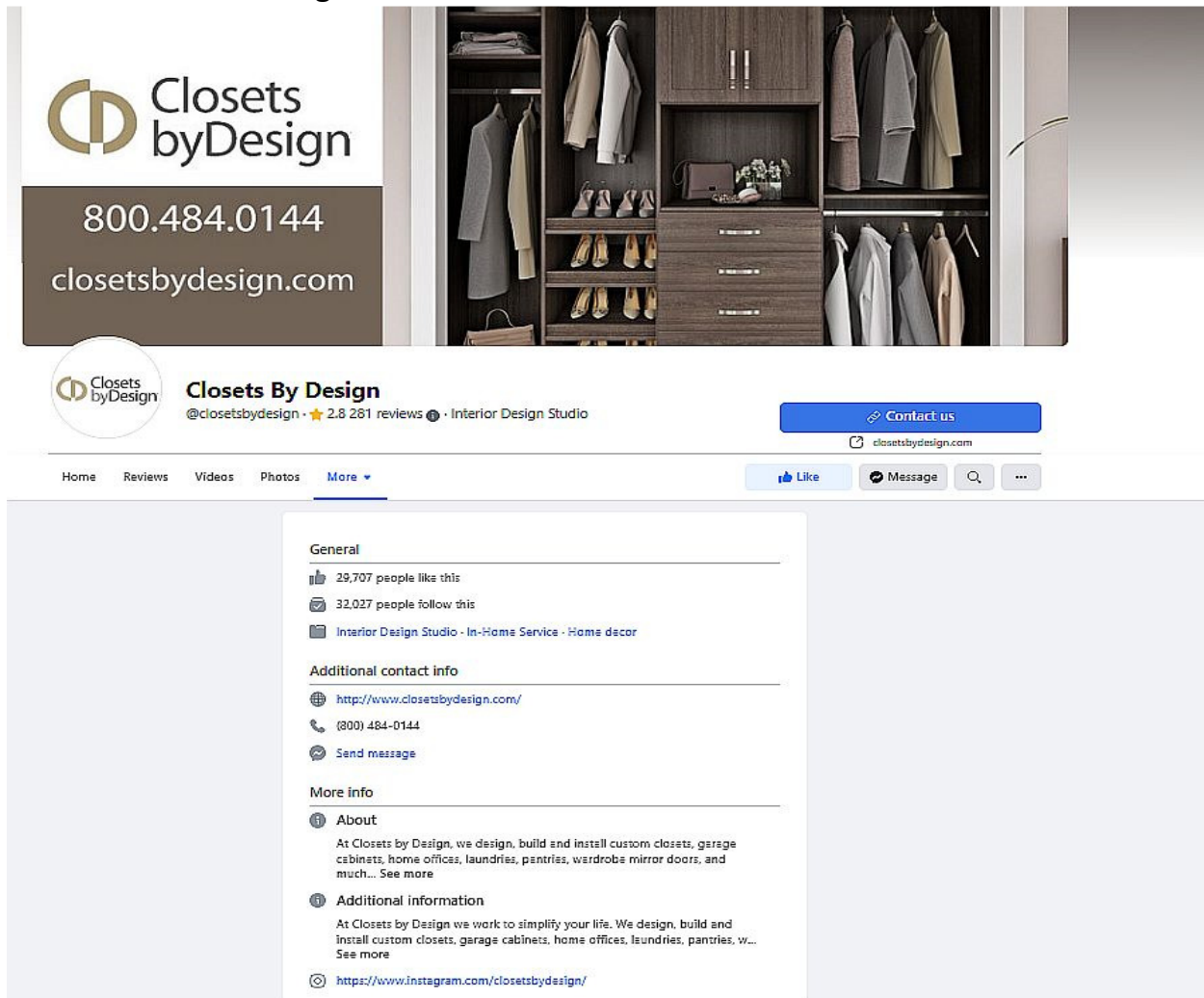
*Casablanca Design Center, Inc., v. Closets by Design, et al.*  
U.S. District Court for the Central District of California

# EXHIBIT

# 17

## Closets by Design Social Media

### Facebook "About" Page



**Closets by Design**  
800.484.0144  
closetsbydesign.com

**Closets By Design**  
@closetsbydesign · 2.8 261 reviews · Interior Design Studio

[Contact us](#)  
[closetsbydesign.com](#)

Home Reviews Videos Photos **More**

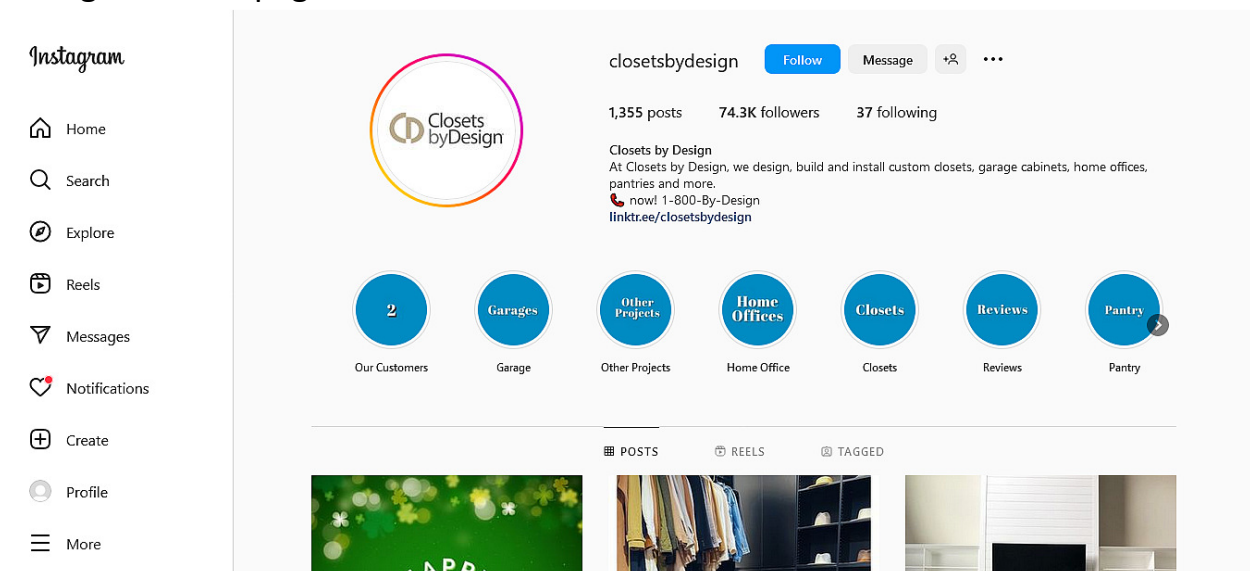
Like Message

**General**  
29,707 people like this  
32,027 people follow this  
Interior Design Studio · In-Home Service · Home decor

**Additional contact info**  
<http://www.closetsbydesign.com/>  
(800) 484-0144  
[Send message](#)

**More info**  
**About**  
At Closets by Design, we design, build and install custom closets, garage cabinets, home offices, laundries, pantries, wardrobes mirror doors, and much... See more  
**Additional information**  
At Closets by Design we work to simplify your life. We design, build and install custom closets, garage cabinets, home offices, laundries, pantries, w... See more  
<https://www.instagram.com/closetsbydesign/>

### Instagram homepage



**Instagram**

Home Search Explore Reels Messages Notifications Create Profile More

**closetsbydesign** Follow Message + ...

1,355 posts 74.3K followers 37 following

**Closets by Design**  
At Closets by Design, we design, build and install custom closets, garage cabinets, home offices, pantries and more.  
now! 1-800-By-Design  
[linktr.ee/closetsbydesign](https://linktr.ee/closetsbydesign)

**Our Customers** 2 **Garages** **Other Projects** **Home Office** **Closets** **Reviews** **Pantry**

POSTS REELS TAGGED

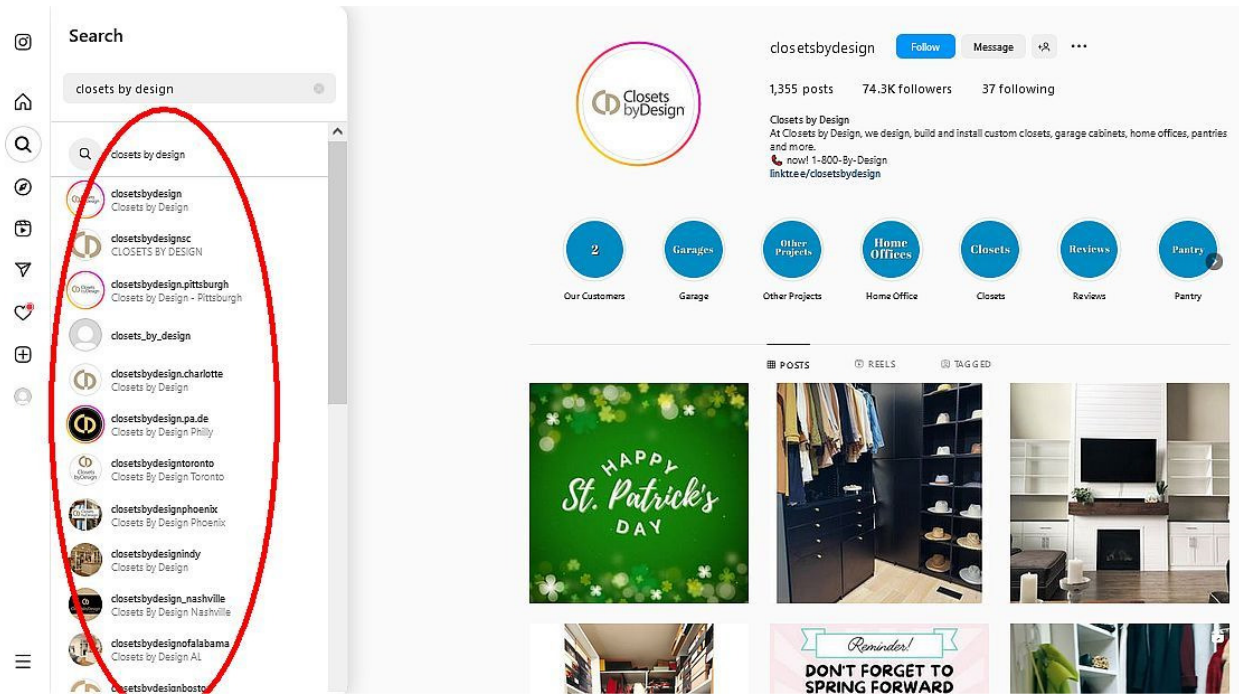
*Casablanca Design Center, Inc., v. Closets by Design, et al.*  
U.S. District Court for the Central District of California

# EXHIBIT

# 18



## Closets by Design Franchisee Instagram Accounts



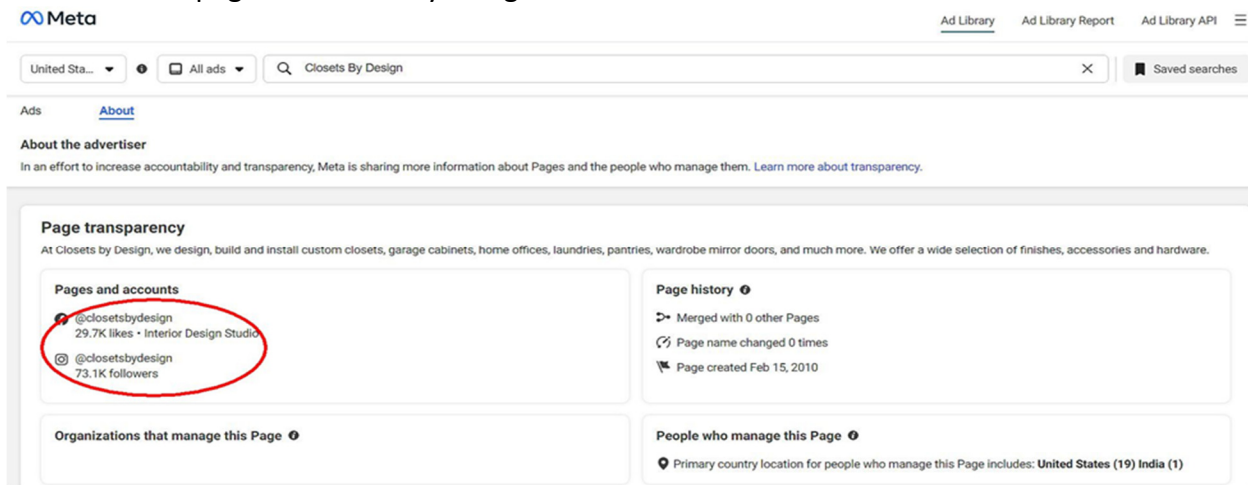
*Casablanca Design Center, Inc., v. Closets by Design, et al.*  
U.S. District Court for the Central District of California

# EXHIBIT

# 19

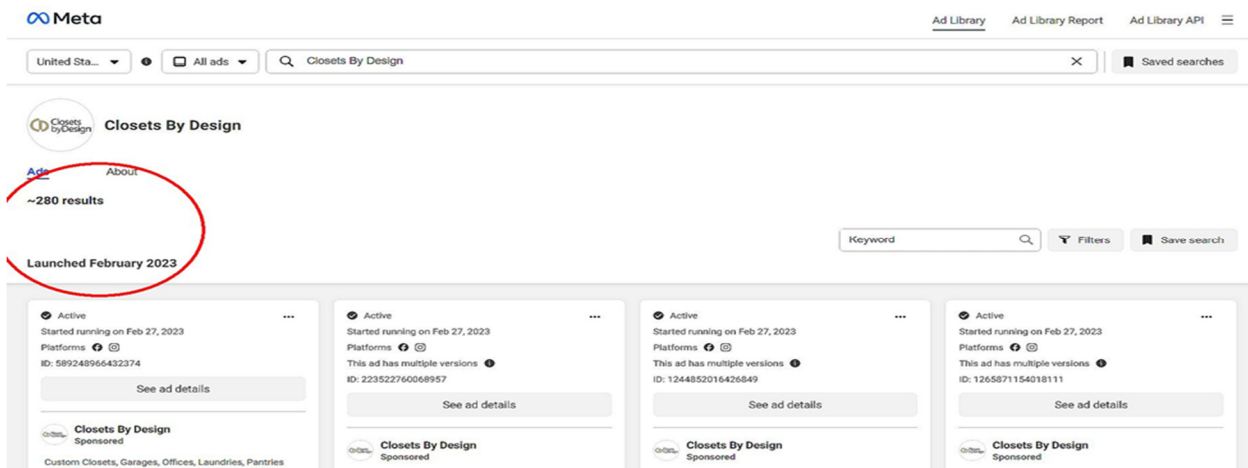
## Closets by Design Social Media Advertising

### Meta "About" page for Closets by Design



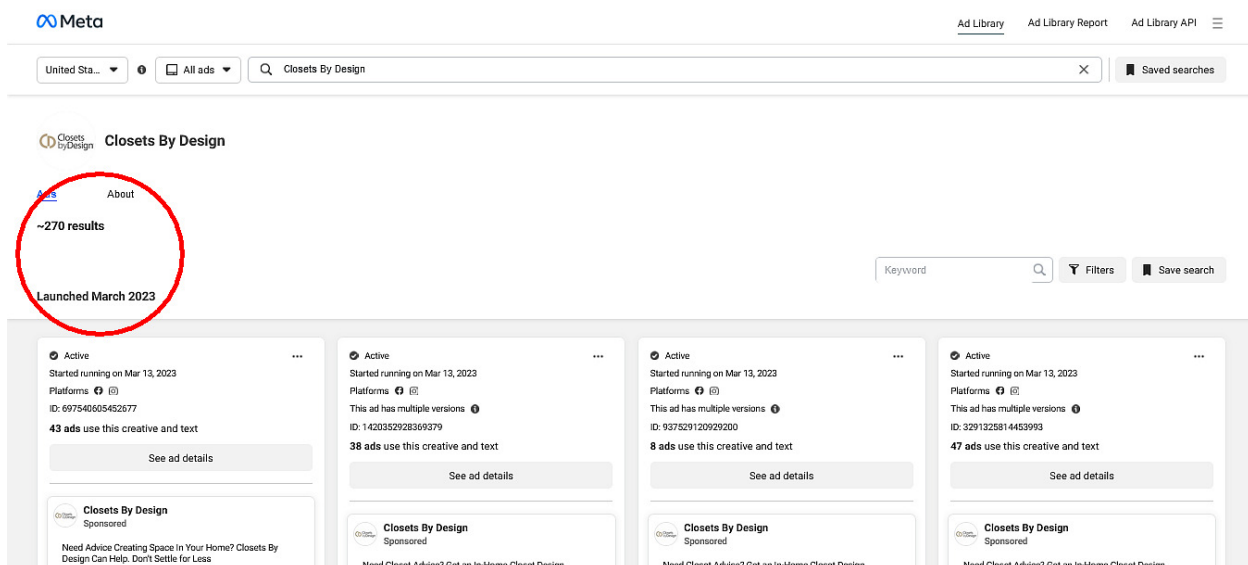
The screenshot shows the Meta "About" page for the business "Closets By Design". The page is titled "About the advertiser" and includes a link to "Learn more about transparency". Below this, there is a section titled "Page transparency" which states: "At Closets by Design, we design, build and install custom closets, garage cabinets, home offices, laundries, pantries, wardrobe mirror doors, and much more. We offer a wide selection of finishes, accessories and hardware." The "Pages and accounts" section lists two accounts: "@closetsbydesign" with 29.7K likes and "Interior Design Studio" with 73.1K followers. The "Page history" section shows that the page was merged with 0 other Pages, the page name was changed 0 times, and the page was created on Feb 15, 2010. The "Organizations that manage this Page" section is empty. The "People who manage this Page" section shows that the primary country location for people who manage this Page includes: United States (19) India (1).

### Meta Report for Closets by Design advertisement campaign for February 2023



The screenshot shows the Meta Report for the "Closets By Design" advertisement campaign for February 2023. The report is titled "Closets By Design" and shows a search for "Closets By Design" with approximately 280 results. The report is filtered by "Launched February 2023". The report displays four active advertisements, each with a "See ad details" button. The advertisements are for "Custom Closets, Garages, Offices, Laundries, Pantries" and "Need Closet Advice? Get an In-Home Closet Design".

### Meta Report for Closets by Design advertisement campaign for March 2023



The screenshot shows the Meta Report for the "Closets By Design" advertisement campaign for March 2023. The report is titled "Closets By Design" and shows a search for "Closets By Design" with approximately 270 results. The report is filtered by "Launched March 2023". The report displays four active advertisements, each with a "See ad details" button. The advertisements are for "Need Closet Advice? Get an In-Home Closet Design" and "Need Advice Creating Space In Your Home? Closets By Design Can Help. Don't Settle for Less".

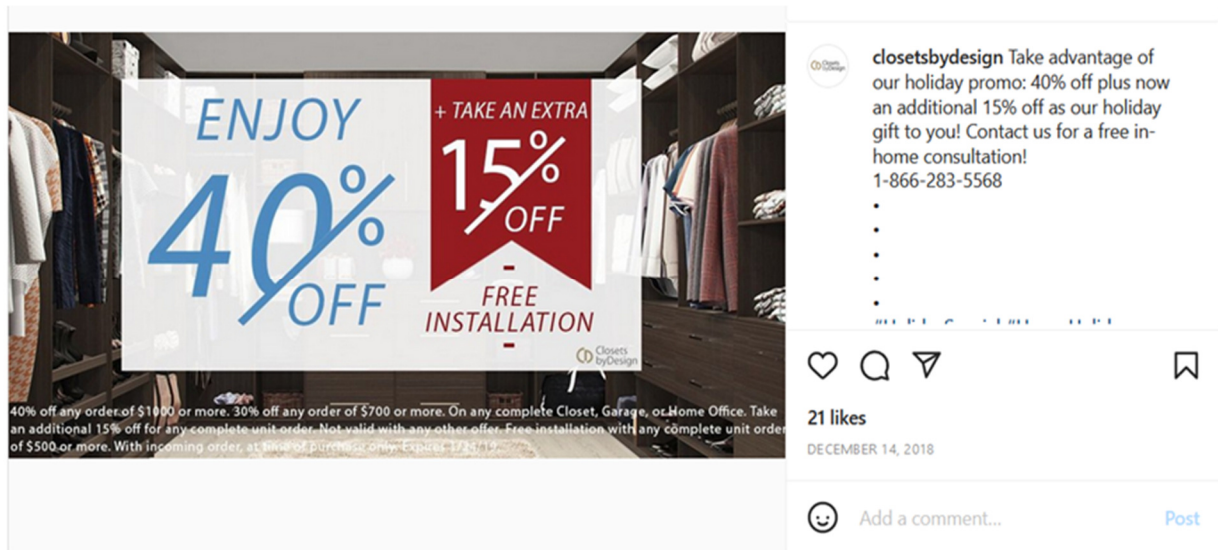
*Casablanca Design Center, Inc., v. Closets by Design, et al.*  
U.S. District Court for the Central District of California

# EXHIBIT

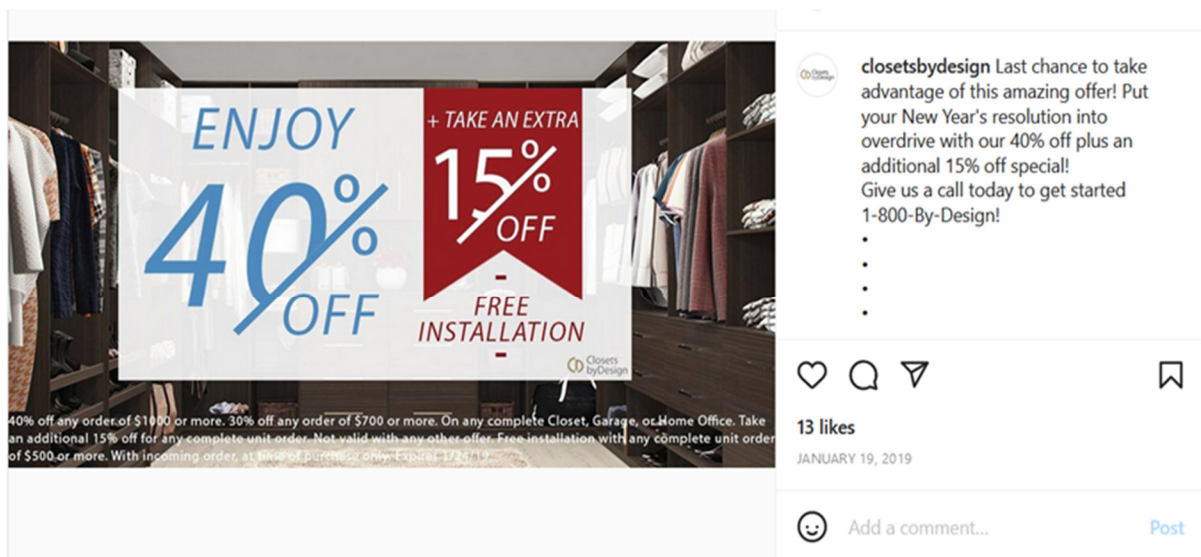
# 20



## Previous Instagram Advertisements by Closets By Design, Inc.

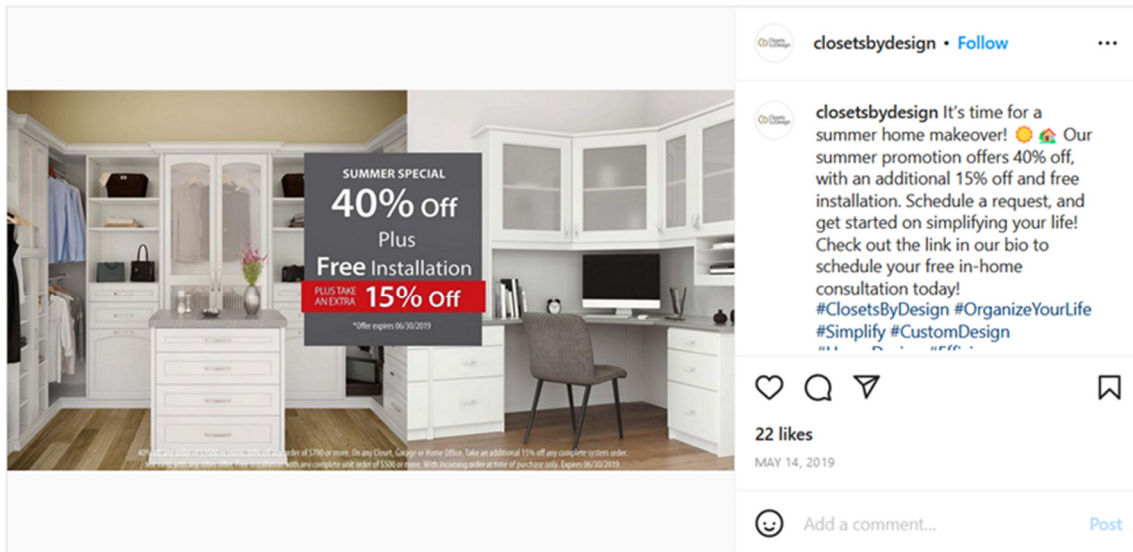


Published on: December 14, 2018  
 Offer Expiration Date: **January 24, 2019**  
 Advertising Claim: *"Take advantage of our holiday promo"*

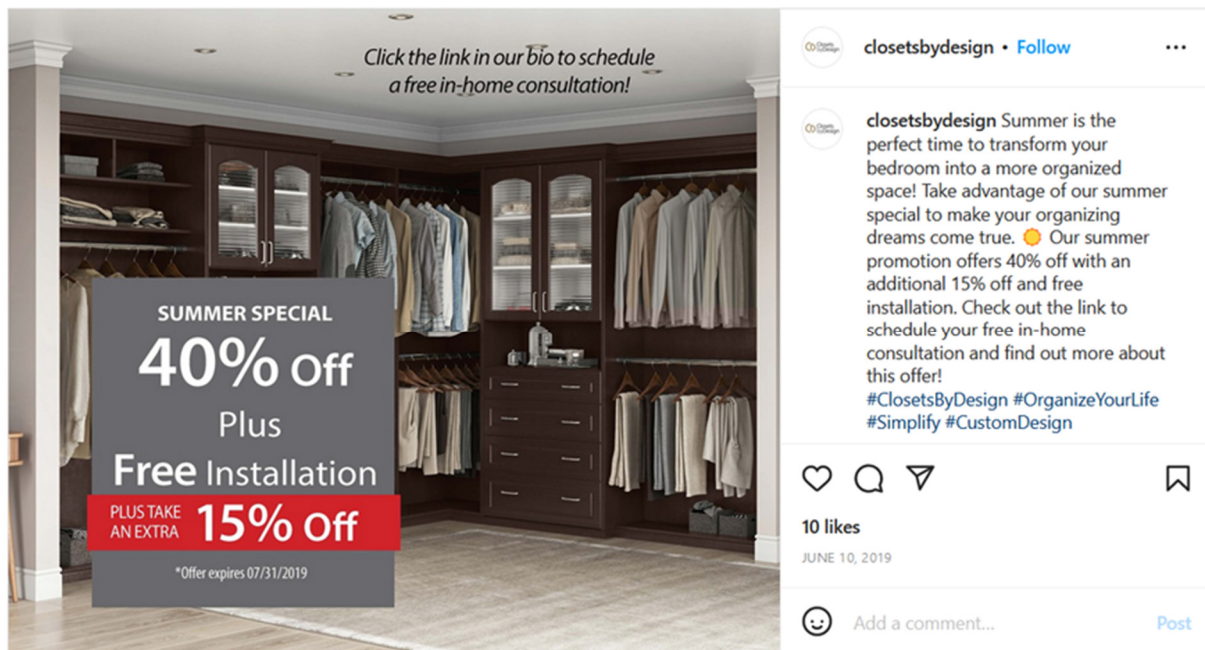


Published on: January 19, 2019  
 Offer Expiration Date: **January 24, 2019**  
 Advertising Claim: *"Last chance to take advantage of this amazing offer"*

## Previous Instagram Advertisements by Closets By Design, Inc.

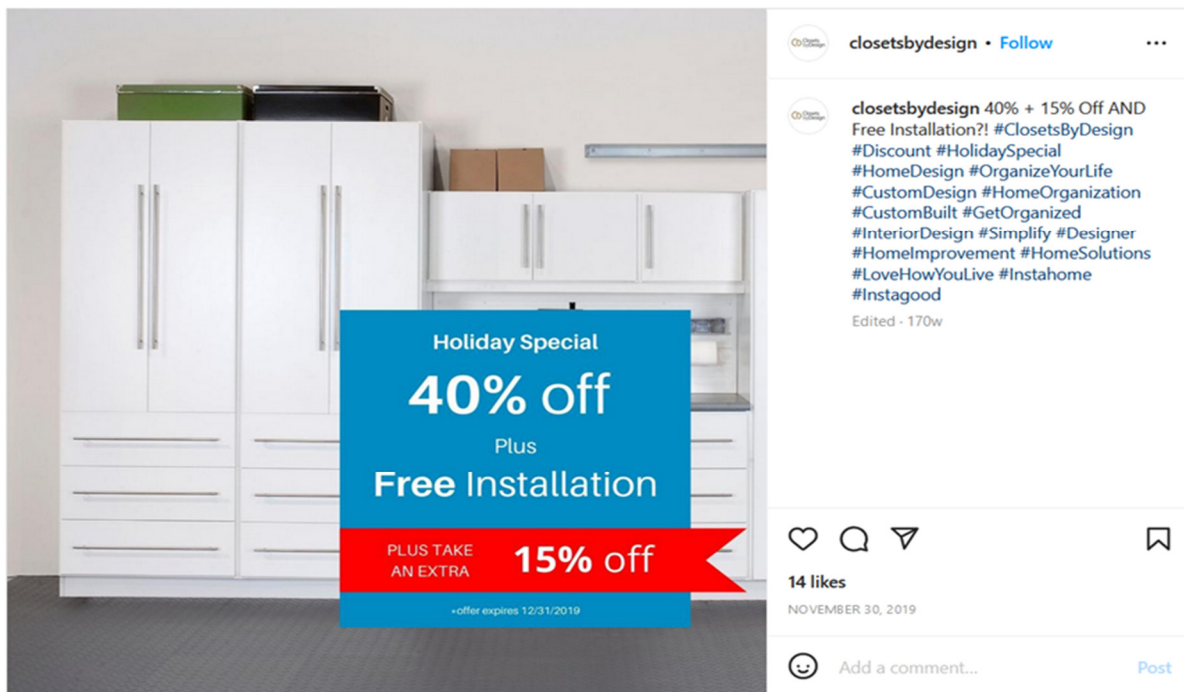


Published on: **May 14, 2019**  
 Offer Expiration Date: **June 30, 2019**  
 Advertising Claim: **"Summer Special"**

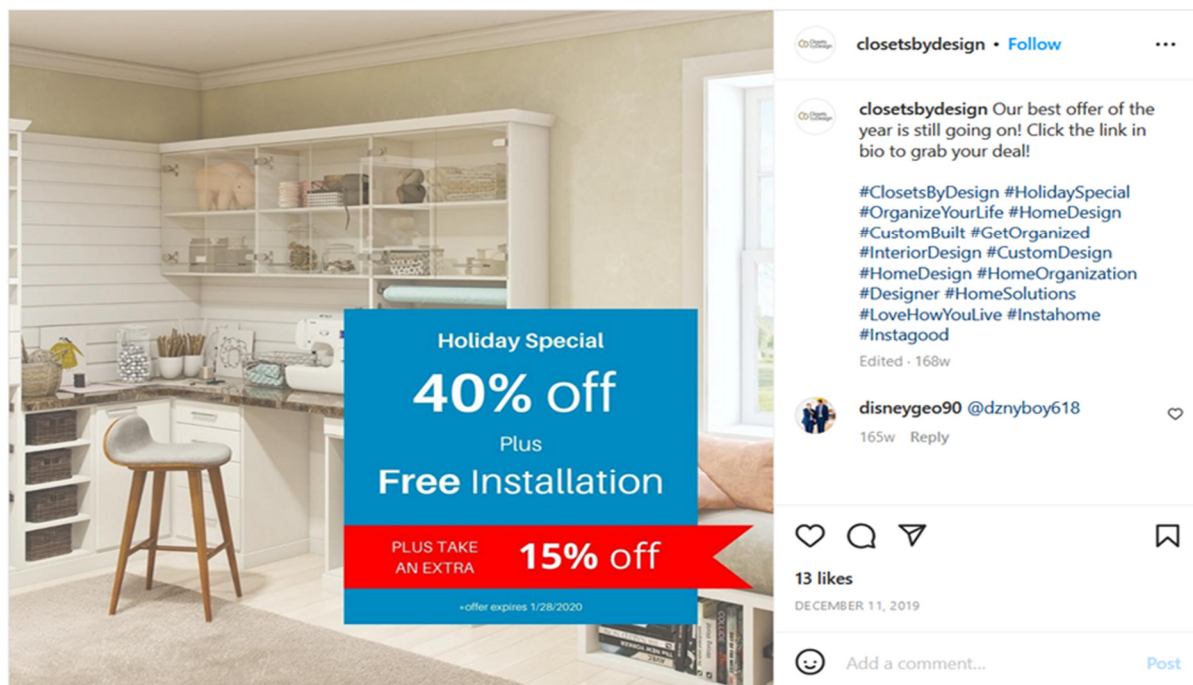


Published on: **June 10, 2019**  
 Offer Expiration Date: **July 31, 2019**  
 Advertising Claim: **"Summer Special"**

## Previous Instagram Advertisements by Closets By Design, Inc.



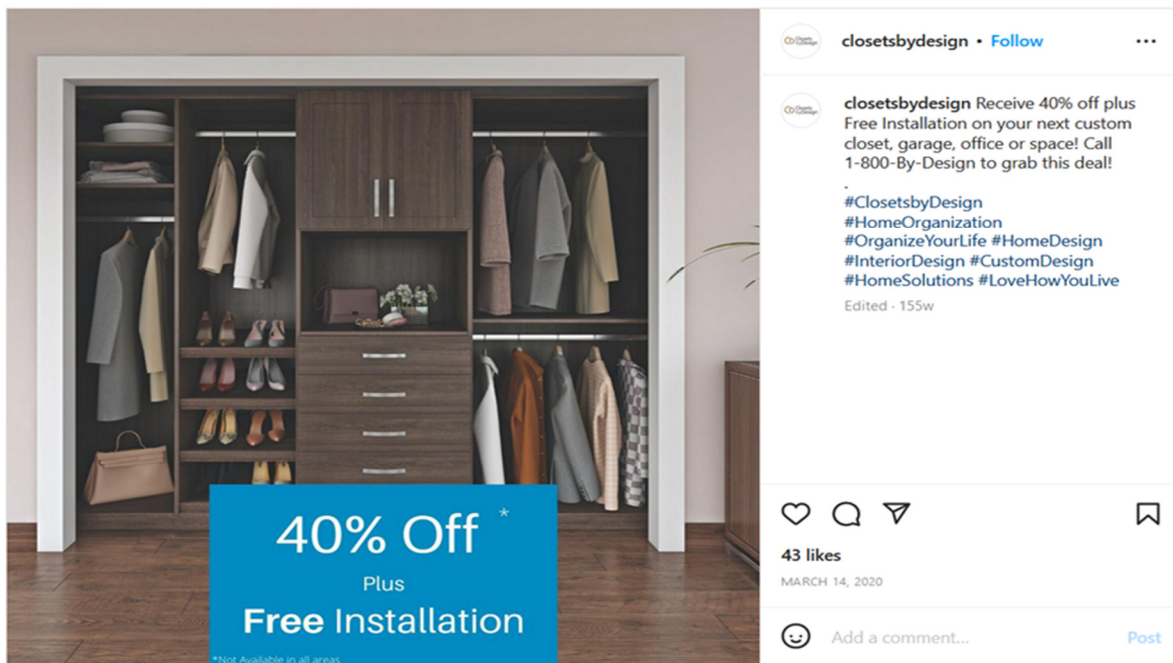
Published on: November 30, 2019  
Offer Expiration Date: December 31, 2019  
Advertising Claim: "Holiday Special"



Published on: December 11, 2019  
Offer Expiration Date: January 28, 2020  
Advertising Claim: "Our best offer of the year is still going on"



## Previous Instagram Advertisements by Closets By Design, Inc.



Published on: March 14, 2020

Offer Expiration Date: **NONE**

Advertising Claim: **None**



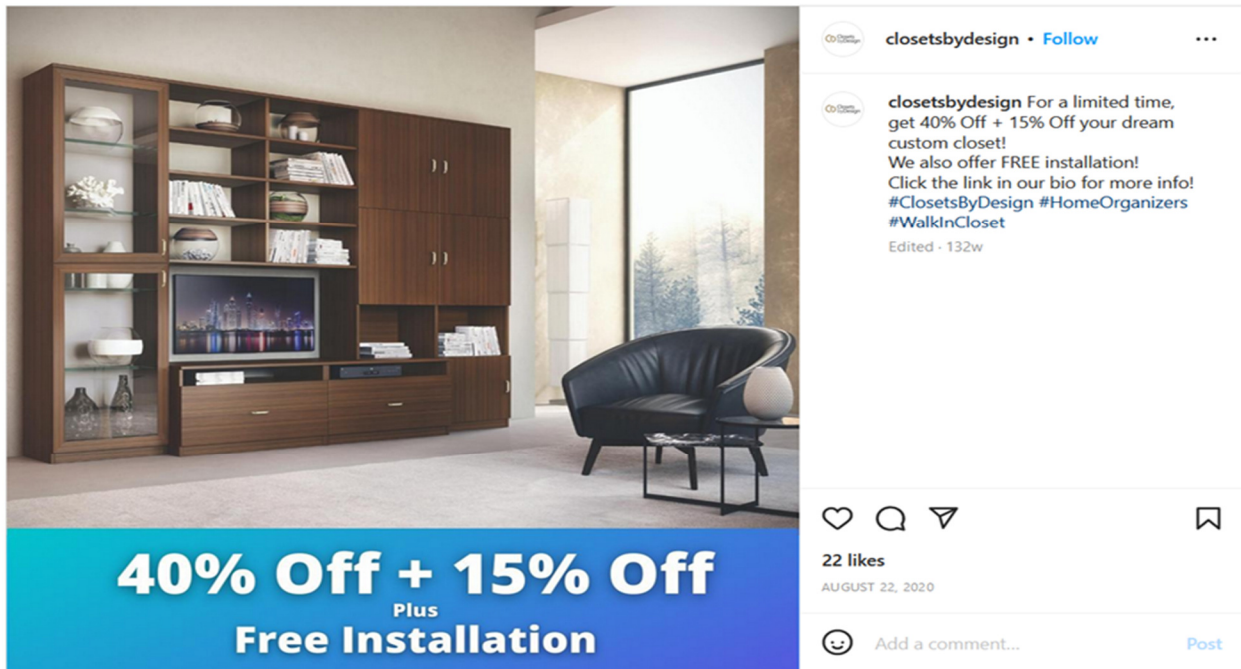
Published on: April 15, 2020

Offer Expiration Date: **NONE**

Advertising Claim: **"take advantage of our best offer of the year"**



## Previous Instagram Advertisements by Closets By Design, Inc.



Published on: August 22, 2020  
 Offer Expiration Date: **NONE**  
 Advertising Claim: *"For a limited time"*

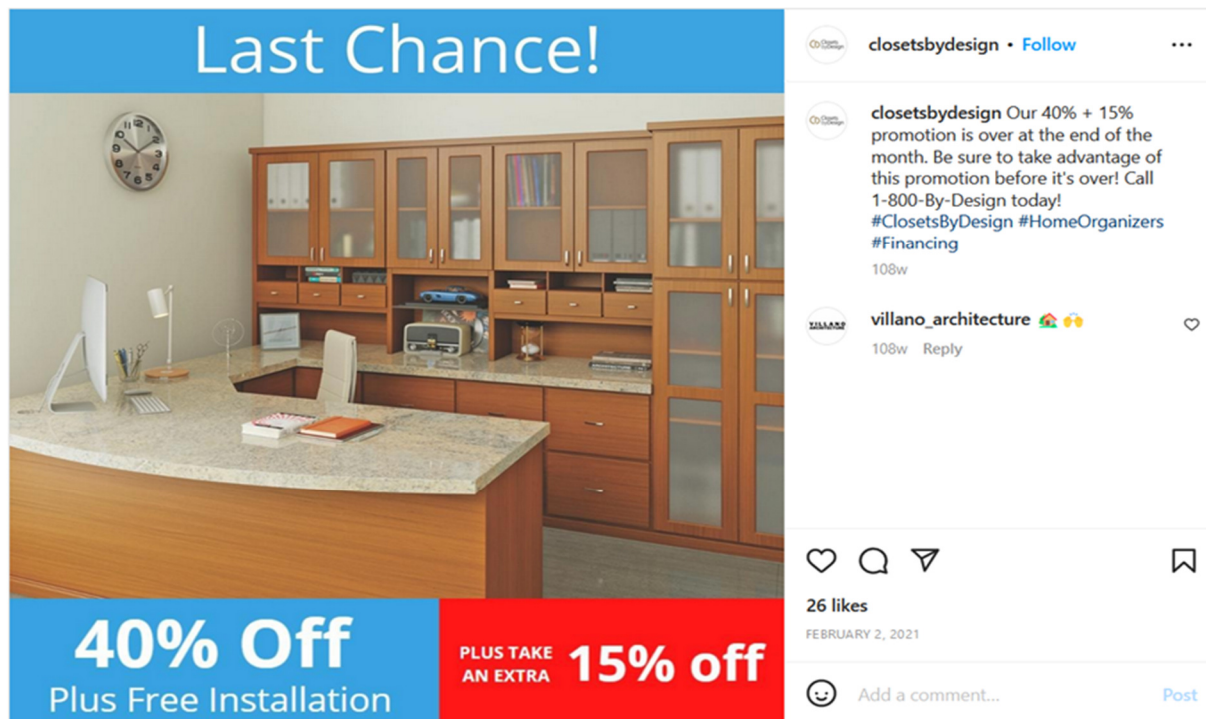


Published on: September 26, 2020  
 Offer Expiration Date: **September 30, 2020**  
 Advertising Claim: *"It's Your Last Chance"*

# Previous Instagram Advertisements by Closets By Design, Inc.



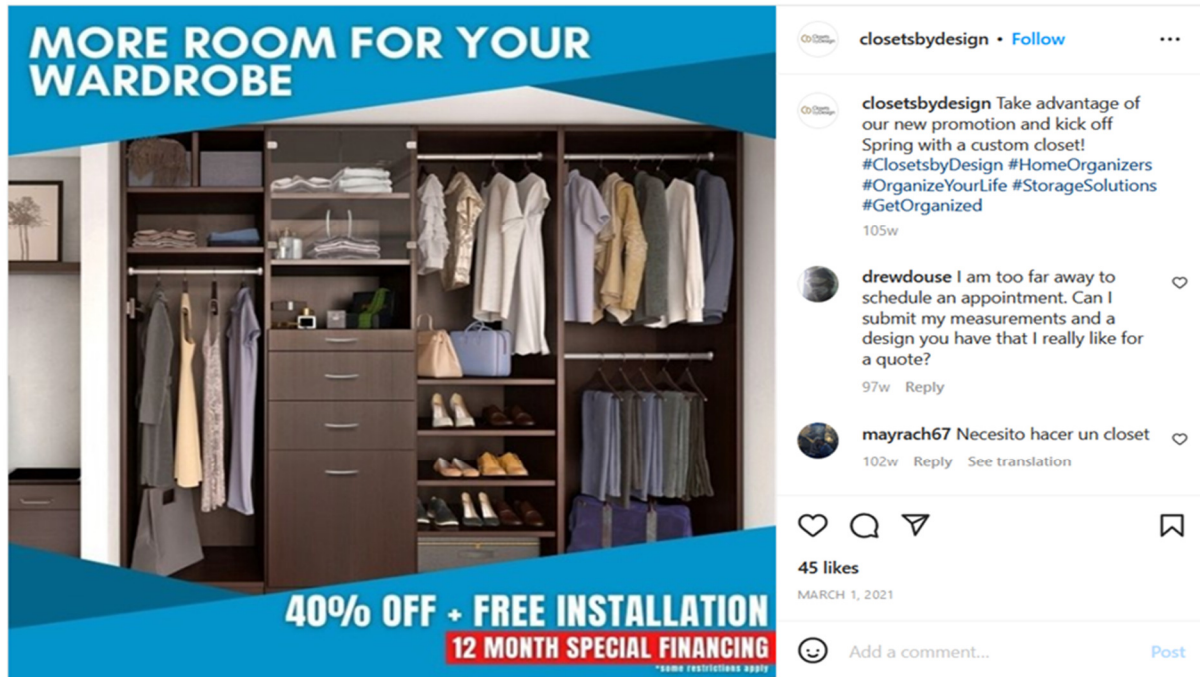
Published on: **November 7, 2020**  
Offer Expiration Date: **November 30, 2020**  
Advertising Claim: **"Big News"**



Published on: **February 2, 2021**  
Offer Expiration Date: **"over at the end of the month"**  
Advertising Claim: **"Last Chance"**



## Previous Instagram Advertisements by Closets By Design, Inc.



Published on: March 1, 2021  
 Offer Expiration Date: **None**  
 Advertising Claim: "Take advantage of our new promotion"



Published on: July 3, 2021  
 Offer Expiration Date: **July 31, 2021**  
 Advertising Claim: "Slide into summer savings"

*Casablanca Design Center, Inc., v. Closets by Design, et al.*  
U.S. District Court for the Central District of California

# EXHIBIT

# 21





No obligation, free design consultation.



CLOSETSBYDESIGN.COM

Take 40% off plus 15% off any project

[Get offer](#)



91

3 comments 4 shares

Like

Comment

Share



The Mind Unleashed

2h ·



Exhibit 21





## SCHEDULE A FREE IN-HOME DESIGN CONSULTATION

### 12 MONTH SPECIAL FINANCING AVAILABLE, WITH APPROVED CREDIT.

### INTERNET OFFER: 40+15% OFF. Free Installation

Terms and conditions: 40+15% off any order of \$1000 or more, or 30% off any order of \$700-\$999 on any complete custom closet, garage, or home office unit. Free installation on any order of \$850 or more. 12 Month Financing with minimum financing order required. Not valid with any other offer. With incoming order, at time of purchase only. May not be valid at all locations. Offer expires on 2/28/2023.

#### SCHEDULE REQUESTS

First Name \*

Last Name \*

Email Address \*

Phone Number \*

Alternate Phone

Address \*

Enter a location

Address Line 2

City

State

ZIP Code

United States ▼

How did you hear about us? (Choose one)

Online Ads ▼

**Exhibit 21**

*Casablanca Design Center, Inc., v. Closets by Design, et al.*  
U.S. District Court for the Central District of California

# EXHIBIT

# 22

Screenshots of

1. Closets by Design advertisement from Ballard Facebook on March 6, 2023 and the
2. Hyperlinked Closets by Design Terms and Conditions on March 6, 2023

AT&T Wi-Fi 1:05 PM 94%

facebook

Home projects customized to fit your space and budget.



**Last Chance to Get Our Best Offer**

**40% OFF**  
**+ 15% Extra**

**12 MONTH FINANCING**  
\*Some restrictions apply

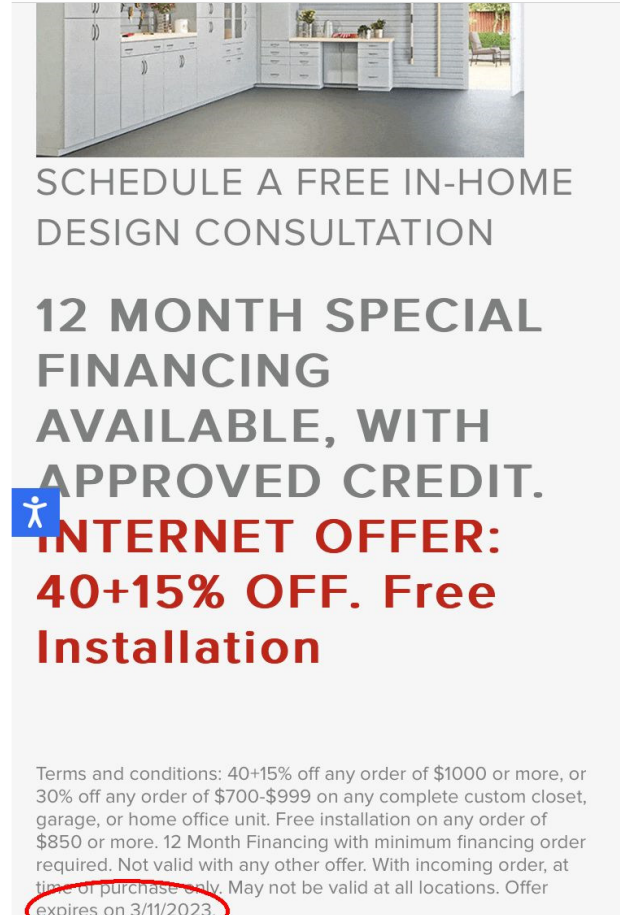
**closetsbydesign.com**  
**Learn how to maximize your space**

**Get offer**

117 1 comment 3 shares

Home Friends Watch Marketplace Notifications Menu

AT&T Wi-Fi 1:06 PM 94% www.closets...



SCHEDULE A FREE IN-HOME DESIGN CONSULTATION

**12 MONTH SPECIAL FINANCING AVAILABLE, WITH APPROVED CREDIT.**

**INTERNET OFFER: 40+15% OFF. Free Installation**

Terms and conditions: 40+15% off any order of \$1000 or more, or 30% off any order of \$700-\$999 on any complete custom closet, garage, or home office unit. Free installation on any order of \$850 or more. 12 Month Financing with minimum financing order required. Not valid with any other offer. With incoming order, at time of purchase only. May not be valid at all locations. Offer expires on 3/11/2023.



Screenshots of

1. Closets by Design Advertisement from Ballard Instagram on March 6, 2023 and the
2. Hyperlinked Closets by Design Terms and Conditions on March 6, 2023



*Casablanca Design Center, Inc., v. Closets by Design, et al.*  
U.S. District Court for the Central District of California

# EXHIBIT

# 23

Screenshots of

1. Closets by Design advertisement from Ballard Facebook on March 13, 2023 and the
2. Hyperlinked Closets by Design Terms and Conditions on March 13, 2023

AT&T Wi-Fi 1:09 AM 43%

facebook

We Design & Install the Perfect Closet Systems. Schedule a Free In-Home Consultation.



**DON'T OVERPAY  
FOR CLOSETS**

**40% OFF**  
**+ 10% EXTRA**

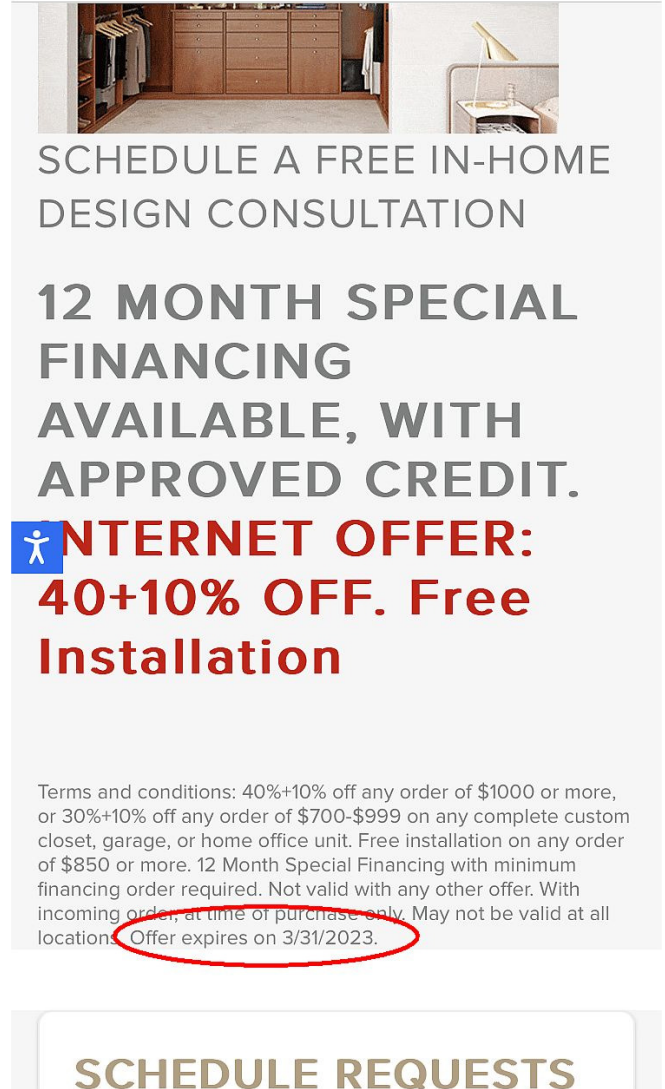
**12 MONTH  
FINANCING  
AVAILABLE**

**closetsbydesign.com**  
**Act Now. Offer Ends  
Soon**

**Get offer**

Home Friends Watch Dating Notifications Menu

AT&T Wi-Fi 1:10 AM 43% www.closets...



**SCHEDULE A FREE IN-HOME  
DESIGN CONSULTATION**

**12 MONTH SPECIAL  
FINANCING  
AVAILABLE, WITH  
APPROVED CREDIT.**

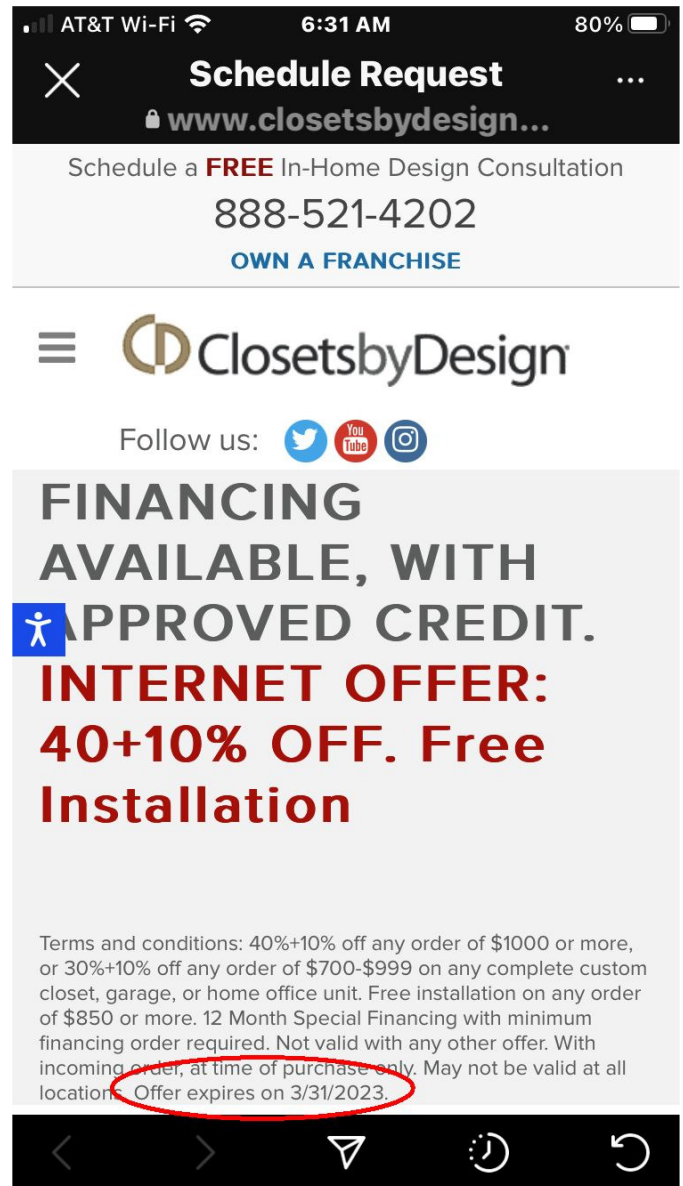
**INTERNET OFFER:  
40+10% OFF. Free  
Installation**

Terms and conditions: 40%+10% off any order of \$1000 or more, or 30%+10% off any order of \$700-\$999 on any complete custom closet, garage, or home office unit. Free installation on any order of \$850 or more. 12 Month Special Financing with minimum financing order required. Not valid with any other offer. With incoming order, at time of purchase only. May not be valid at all locations. Offer expires on 3/31/2023.

**SCHEDULE REQUESTS**

Screenshots of

1. Closets by Design advertisement from Ballard Instagram on March 13, 2023 and the
2. Hyperlinked Closets by Design Terms and Conditions on March 13, 2023





*Casablanca Design Center, Inc., v. Closets by Design, et al.*  
U.S. District Court for the Central District of California

# EXHIBIT

# 24



## **DECLARATION OF NATHANIEL E FRANK-WHITE**

1. I am a Records Request Processor at the Internet Archive. I make this declaration of my own personal knowledge.
2. The Internet Archive is a website that provides access to a digital library of Internet sites and other cultural artifacts in digital form. Like a paper library, we provide free access to researchers, historians, scholars, and the general public. The Internet Archive has partnered with and receives support from various institutions, including the Library of Congress.
3. The Internet Archive has created a service known as the Wayback Machine. The Wayback Machine makes it possible to browse more than 450 billion pages stored in the Internet Archive's web archive. Visitors to the Wayback Machine can search archives by URL (i.e., a website address). If archived records for a URL are available, the visitor will be presented with a display of available dates. The visitor may select one of those dates, and begin browsing an archived version of the Web. Links on archived files in the Wayback Machine point to other archived files (whether HTML pages or other file types), if any are found for the URL indicated by a given link. For instance, the Wayback Machine is designed such that when a visitor clicks on a hyperlink on an archived page that points to another URL, the visitor will be served the archived file found for the hyperlink's URL with the closest available date to the initial file containing the hyperlink.
4. The archived data made viewable and browseable by the Wayback Machine is obtained by use of web archiving software that automatically stores copies of files available via the Internet, each file preserved as it existed at a particular point in time.
5. The Internet Archive assigns a URL on its site to the archived files in the format `http://web.archive.org/web/[Year in yyyy][Month in mm][Day in dd][Time code in hh:mm:ss]/[Archived URL]` aka an "extended URL". Thus, the extended URL `http://web.archive.org/web/19970126045828/http://www.archive.org/` would be the URL for the record of the Internet Archive home page HTML file (`http://www.archive.org/`) archived on January 26, 1997 at 4:58 a.m. and 28 seconds (1997/01/26 at 04:58:28). The date indicated by an extended URL applies to a preserved instance of a file for a given URL, but not necessarily to any other files linked therein. Thus, in the case of a page constituted by a primary HTML file and other separate files (e.g., files with images, audio, multimedia, design elements, or other embedded content) linked within that primary HTML file, the primary HTML file and the other files will each have their own respective extended URLs and may not have been archived on the same dates.
6. Attached hereto as Exhibit A are true and accurate copies of screenshots of the Internet Archive's records of the archived files for the URLs and the dates specified in the attached coversheet of each printout.



7. I declare under penalty of perjury that the foregoing is true and correct.

DATE: April 10, 2023

*Nathaniel E Frank-White*  
Nathaniel E Frank-White

# EXHIBIT A



<https://web.archive.org/web/20210804005028/https://www.closetworld.com/>

*Casablanca Design Center, Inc., v. Closets by Design, et al.*  
U.S. District Court for the Central District of California

# EXHIBIT

# 25

**Chronology of Advertisements Appearing on ClosetWorld.com Homepage  
as Archived by the WayBack Machine (Archive.org)**

Date	Advertisement	Other Representation
April 2018	40% off	Free Installation 12 months of Free Financing with 0% APR OAC <sup>1</sup>
May 2018	40% off	Free Installation 12 months of Free Financing with 0% APR OAC
June 2018	40% off	Free Installation 12 months of Free Financing with 0% APR OAC
July 2018	40% off	Free Installation 12 months of Free Financing with 0% APR OAC
August 2018	40% off	Free Installation 12 months of Free Financing with 0% APR OAC – Expires in 30 days
September 2018	40% off	Free Installation 12 months of Free Financing with 0% APR OAC – Expires in 30 days
October 2018	40% off	Free Installation 12 months of Free Financing with 0% APR OAC – Expires in 30 days
November 2018	40% off	Free Installation 12 months of Free Financing with 0% APR OAC – Expires in 30 days
December 2018	50% off	Free Installation 12 months of Free Financing with 0% APR OAC – Expires 1/28/2019
January 2019	50% off	Free Installation 12 months of Free Financing with 0% APR OAC – Expires 1/28/2019
February 2019	50% off	Free Installation 12 months of Free Financing with 0% APR OAC – Expires 1/28/2019
March 2019	50% off	Free Installation 12 months of Free Financing with 0% APR OAC – Expires 1/28/2019
April 2019		
May 2019		
June 2019		
July 2019	50% off	Free Installation 12 months of Free Financing with 0% APR OAC
August 2019	40% off	Free Installation 18 months of Free Financing with 0% APR OAC
September 2019		
October 2019	40% off	Free Installation 18 months of Free Financing with 0% APR OAC
November 2019	50% off	Free Installation 18 months of Free Financing with 0% APR OAC – Expires 12/31/2019
December 2019	50% off	Free Installation 18 months of Free Financing with 0% APR OAC – Expires 12/31/2019
January 2020		
February 2020		
March 2020	50% off	Free Installation Expires April 31, 2020 <sup>2</sup> . 18 Mo. Free Financing Expires May 31, 2020
April 2020	50% off	Free Installation Expires April 31, 2020. 18 Mo. Free Financing Expires May 31, 2020 <sup>3</sup>
May 2020	50% off	Free Installation Expires May 31, 2020. 18 Mo. Free Financing Expires May 31, 2020
June 2020	50% off	Free Installation Expires June 30, 2020. 18 Mo. Free Financing Expires June 30, 2020
July 2020	50% off	Free Installation Expires August 31, 2020. 18 Mo. Free Financing Expires August 31, 2020
August 2020	50% off	Free Installation Expires August 31, 2020. 18 Mo. Free Financing Expires August 31, 2020
September 2020	50% off	Free Installation Expires September 30, 2020. 18 Mo. Free Financing Expires September 30, 2020
October 2020	50% off	Free Installation Expires November 16, 2020. 18 Mo. Free Financing Expires November, 2020
November 2020	50% off	Free Installation Expires December 31, 2020. 18 Mo. Free Financing Expires December 31, 2020
December 2020	50% off	Free Installation Expires December 31, 2020. 18 Mo. Free Financing Expires December 31, 2020

**Chronology of Advertisements Appearing on ClosetWorld.com Homepage  
as Archived by the WayBack Machine (Archive.org)**

Date	Advertisement	Other Representation
January 2021	50% off	Free Installation Expires February 28, 2021. 18 Mo. Free Financing Expires February 28, 2021
February 2021	50% off	Free Installation Expires February 28, 2021. 18 Mo. Free Financing Expires February 28, 2021 <sup>4</sup>
March 2021	No Ad	
April 2021	40% off	Free Installation Expires April 30, 2021. 12 Mo. Free Financing Expires April 30, 2021
May 2021	50% off	Free Installation Expires July 22, 2021. 18 Mo. Free Financing Expires June 30, 2021
June 2021	50% off	Free Installation Expires July 22, 2021. 18 Mo. Free Financing Expires June 30, 2021
July 2021	50% off	Free Installation Expires July 31, 2021. 18 Mo. Free Financing
August 2021	50% off	Free Installation. 18 Mo. Free Financing OAC
September 2021	40% off	Free Installation. 12 Mo. Free Financing OAC
October 2021	40% off	Free Installation. 12 Mo. Free Financing OAC
November 2021	50% off	Free Installation. 18 Mo. Free Financing OAC
December 2021	50% off	Free Installation. 18 Mo. Free Financing OAC
January 2022	50% off	Free Installation. 12 Mo. Free Financing OAC
February 2022	50% off	Free Installation. 18 Mo. Free Financing OAC
March 2022	40% off	Free Installation. 18 Mo. Free Financing OAC
April 2022	40% off	Free Installation. 18 Mo. Free Financing OAC
May 2022	50% off	Free Installation. 18 Mo. Free Financing OAC
June 2022	50% off	Free Installation. 12 Mo. Free Financing OAC
July 2022	50% off	Free Installation. 12 Mo. Free Financing OAC
August 2022	50% off	Free Installation. 18 Mo. Free Financing OAC
September 2022	40% off	Free Installation. 18 Mo. Free Financing OAC
October 2022	40% off	Free Installation. 12 Mo. Free Financing OAC
November 2022	50% off	Free Installation. 12 Mo. Free Financing OAC
December 2022	50% off	Free Installation. 12 Mo. Free Financing OAC
January 2023	50% off	Free Installation. 12 Mo. Free Financing OAC
February 2023	50% off	Free Installation. 12 Mo. Free Financing OAC
March 2023	40+10% off	Free Installation. 12 Mo. Free Financing OAC



**Chronology of Advertisements Appearing on ClosetWorld.com Homepage  
as Archived by the WayBack Machine (Archive.org)**

Notes:

1. OAC – On Approved Credit
2. April 31 is not a date on the calendar
3. Additional ad on web page – 2 Year Same as Cash Financing – Ad runs from April, 2020 thru June, 2020. Direct conflict with 18 month ad on same page
4. Additional ad on web page – 12 Month Same as Cash Financing – Ad runs from February 2021. Direct conflict with 18 month ad on same page